22 January 2016

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

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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) **(NEQ 1160034550)**;

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 Association Fees shall be distributed yearly as follows:

- 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 holdback 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 the 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 1.4) 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. At the request of the Association, 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 15th. 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 trade name, 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.

A copy of the Association's approved logo and trademark appears in **Appendix C.**

Any change to the Association's approved logo or trademark shall be submitted in advance for confirmation by the Deputy Provost (Student Life and Learning) that the proposed new logo or trademark conforms to the terms and conditions set out in this section. The Deputy Provost (Student Life and Learning) shall provide a written response within one week of the Associations' submission. Approval shall form an amendment to this agreement.

6.4 On a non-exclusive basis, for the term of this Agreement and in accordance with its conditions, the University hereby grants approval of the names of the Association's groups, clubs or services ("the Groups") as they appear in **Appendix G** and subject to the following conditions:

(i) The Association and its Groups shall respect the rights of the University as owner of the trade name and trade mark "McGill" and shall comply to the conditions set out in this agreement;

(ii) The Groups shall use the names as they appear in **Appendix G** and shall adhere to the conditions set out in **Section 6** and the **Recitals of Appendix** G;

(iii) Where permission to use the McGill name is granted, McGill may withdraw such permission at any time and for whatever reason, subject to notice and discussion with the Association.

(iv) In all of their activities, advertisements and websites, the Association and Groups shall include the following notice prominently on advertisements and websites and shall identify themselves or their activity as either:

A [e.g. club, service, activity] of the AUS (Arts Undergraduate Society) an undergraduate students' association"

or -

"Operated by the AUS (Arts Undergraduate Society), an undergraduate students' association at McGill University."

6.5 Neither the Association, nor any of its Groups, shall use or integrate the name, emblems or trademarks of the University with the name, emblems or trademarks of the Association or Groups.

6.6 For **event-specific permission** to use the name, emblems or trademarks of the University, the Association shall obtain express prior written permission from the Secretary-General of the University in accordance with this Agreement. Permission shall be granted at the University's discretion and, where granted, is time-limited and not assignable. McGill reserves the right to withdraw such permission at any time and for whatever reason

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;
iv. a copy of a complete **up-to date Appendix G** as at September 30th, listing all Association, clubs and services for the following academic year in accordance with Article 6 herein and the Recitals appearing in **Appendix G** by Sept 30th; and
v. 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 and in particular those in the University Administrative Handbook located at http://www.mcgill,ca/adminisrtrativehandbook/;

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 AUS (Arts Undergraduate Society).

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.

14.6 All costs, taxes and fees associated with the use of the space and/or a facility by the Association that may become due resulting from municipal or provincial regulation is the responsibility of 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, 2015** and ending on **May 31, 2020**. 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 ĒTUDIANTE DE PREMIER CYCLE DE LA FACULTÉ DES ARTS DE L'UNIVERSITĒ McGILL INC

Per Jacob Greenspon — Feb. 12/2016
Jacob Greenspon
President — Date

Per: — Feb 12/2016
MIRZA ALI SHAKIR
Vice-President (Finance) — Date

McGill UNIVERSITY

Per: — 12 Feb 2016
Professor Ollivier Dyens — Date
Deputy Provost
(Student Life and Learning)

Per: — Feb 11/16
Professor Hudson Meadwell — Date
Interim Dean of Arts

APPENDIX A

Association Fee Schedule
in accordance with Article 1 of this Agreement

As of September 2014:
All undergraduate students on the Downtown campus

	Arts Undergraduate Society Fee	Arts Improvement Fund	Arts Computer Lab Fund	Arts Student Employment Fund	Arts Undergrad Theatre Fee
Undergraduate students on the Downtown campus,					
Full-time (9 and over credits) - BA students	$ 13.50	$ 16.00	$ 9.80	$ 6.50	$ 1.00
Part-time (less than 9 credits) - BA students	$ 6.75	$ 8.00	$ 4.90	$ 3.25	$ 0.50
Full-time (9 and over credits) - BA & Sc students	$ 6.75	$ 8.00	$ 4.90	$ 3.25	$ 0.50
Part-time (less than 9 credits) - BA & Sc students	$ 3.38	$ 4.00	$ 2.45	$ 1.63	$ 0.25

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

Excluding:

a) Continuing Education students (i.e. members of MACES)
b) all exchange students (i.e. who do not pay fees to McGill)

APPENDIX B

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

Amount of Association Fees Collected	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Less than $99,999	$450	$500	$550	$600	$650
$100,000-$149,999	$800	$850	$900	$950	$1100
$150,000-$199,999	$925	$1000	$1125	$1250	$1350
$200,000-$249,999	$1200	$1250	$1300	$1365	$1450
$250,000 or more	$1850	$1950	$2100	$2200	$2400

APPENDIX C

Documents in accordance with Article 10 of this Agreement

Includes copies of:

i. Constitution and By-laws
ii. Annual Declaration of Incorporation 2014
iii. Copy of the Insurance Certificate 2014
iv. Copy of the Audited Financial Statements 2014
v. Copy of the Association's Approved Logo
vi. Letter of Permission re: SNAX

Registraire des entreprises
Québec

Rechercher une entreprise au registre

État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2016-02-10 17:53:20

État des informations

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1160034550
Nom	ASSOCIATION ETUDIANTE DE LA FACULTE DES ARTS DE PREMIER CYCLE DE L'UNIVERSITE MCGILL (AEFAPCUM)
Version du nom dans une autre langue	ARTS UNDERGRADUATE SOCIETY (AUS) OF MCGILL UNIVERSITY

Adresse du domicile

Adresse	855 rue Sherbrooke O Montréal (Québec) H3A2T7 Canada

Adresse du domicile élu

Nom de l'entreprise	Association Etudiante de la Faculte des Arts de Premier Cycle de L'Universite McGill

Nom de la personne physique

Nom de famille	Greenspon
Prénom	Jacob
Adresse	855 rue Sherbrooke O Montréal (Québec) H3A2T7 Canada

Immatriculation

Date d'immatriculation	2001-04-11
Statut	Immatriculée
Date de mise à jour du statut	2001-04-11
Date de fin de l'existence	Aucune date de fin d'existence n'est déclarée au registre.

Forme juridique

Forme juridique	Personne morale sans but lucratif
Date de la constitution	1993-05-21 Constitution
Régime constitutif	QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C. C-38)
Régime courant	QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C. C-38)

Dates des mises à jour

Date de mise à jour de l'état de renseignements	2015-07-29
Date de la dernière déclaration de mise à jour annuelle	2015-07-29 2015
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2016	2016-10-01
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2015	2015-11-01

Faillite

L'entreprise n'est pas en faillite.

Fusion et scission

Aucune fusion ou scission n'a été déclarée.

Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

Activités économiques et nombre de salariés

1er secteur d'activité

Code d'activité économique (CAE)	9839
Activité	Autres associations professionnelles
Précisions (facultatives)	ASSOCIATION D'ÉTUDIANTS

2e secteur d'activité

Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec

De 6 à 10

Administrateurs, dirigeants et fondé de pouvoir

Liste des administrateurs

Nom de famille	Greenspon
Prénom	Jacob
Date du début de la charge	2015-05-01
Date de fin de la charge	
Fonctions actuelles	Président
Adresse	3427 rue De Bullion Montréal (Québec) H2X3A1 Canada

Nom de famille	Vedeshkina
Prénom	Maria
Date du début de la charge	2015-05-01
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	3723 rue Sainte-Famille Montréal (Québec) H2X2L7 Canada

Nom de famille	Patterson
Prénom	Elaine
Date du début de la charge	2015-05-01
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	303-1400 av. des Pins O Montréal (Québec) H3G1B1 Canada

Nom de famille	Koppenaal
Prénom	Christine
Date du début de la charge	2015-05-01
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	17-3660 rue Lorne Crescent Montréal (Québec) H2X2B3 Canada

Nom de famille	Gilling
Prénom	Gabriel

Date du début de la charge	
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	1-2275 rue de la Visitation Montréal (Québec) H2L3E1 Canada

Nom de famille	Shakir
Prénom	Mirza
Date du début de la charge	2015-05-01
Date de fin de la charge	
Fonctions actuelles	Trésorier
Adresse	503-3494 rue Jeanne-Mance Montréal (Québec) H2X2K1 Canada

Nom de famille	Goldberg
Prénom	Rebecca
Date du début de la charge	2015-05-01
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	3915 rue University Montréal (Québec) H3A2B6 Canada

Dirigeants non membres du conseil d'administration

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

Établissements

Aucun établissement n'a été déclaré.

Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

Index des documents

Documents conservés

Type de document	Date de dépôt au registre
DÉCLARATION DE MISE À JOUR ANNUELLE 2015	2015-07-29
DÉCLARATION DE MISE À JOUR ANNUELLE 2014	2014-05-16
Déclaration de mise à jour courante	2013-10-18
Déclaration de mise à jour de correction	2013-07-15
DÉCLARATION DE MISE À JOUR ANNUELLE 2013	2013-05-11
Déclaration de mise à jour courante	2013-03-18
DÉCLARATION DE MISE À JOUR ANNUELLE 2012	2012-09-06
Déclaration annuelle 2009	2012-07-05
Déclaration annuelle 2002	2011-06-21
DÉCLARATION DE MISE À JOUR ANNUELLE 2011	2011-06-01
Déclaration modificative	2010-10-08
Déclaration annuelle 2010	2010-06-04
Avis de défaut	2010-02-17
Déclaration modificative	2009-05-19
Déclaration annuelle 2008	2009-02-17
Avis de défaut	2009-02-12
Déclaration annuelle 2007	2009-02-02
Avis de défaut	2008-02-25
État et déclaration de renseignements 2006	2006-10-18
Déclaration annuelle 2005	2006-04-12
Déclaration modificative	2005-09-01
Déclaration annuelle 2004	2004-11-24
Déclaration modificative	2004-07-12
Déclaration annuelle 2003	2003-11-18
Avis de défaut	2003-05-23
Déclaration d'immatriculation	2001-04-11

Index des noms

Date de mise à jour de l'index des noms 2013-07-15

Nom

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
ASSOCIATION ETUDIANTE DE LA FACULTE DES ARTS DE PREMIER CYCLE DE L'UNIVERSITE MCGILL (AEFAPCUM)	ARTS UNDERGRADUATE SOCIETY (AUS) OF MCGILL UNIVERSITY	1993-05-21		En vigueur

Autres noms utilisés au Québec

Aucun autre nom utilisé au Québec n'a été déclaré.

© Revenu Québec, 2015

Elliott Special Risks
A Markel International company

Insurance Certificate

This is to certify to:

THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING & MCGILL UNIVERSITY
845 Sherbrooke St., West, Suite 524
Montréal, Qc
H3A 0G4

That the following Policy in force at this date has been issued to:

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY

Covering in accordance with the conditions thereof with respect to the following operations:

STUDENT ASSOCIATION - RESPONSIBLE FOR STUDENTS EVENTS & REPRESENTATION

TYPE OF INSURANCE:	COMMERCIAL GENERAL LIABILITY - OCCURRENCE COVERAGE
INSURER:	Certain Underwriters at Lloyd's under Contract ESR2015001
POLICY NUMBER:	138406
TERM:	FROM: January 31, 2015 TO: January 31, 2016
LIMITS OF LIABILITY:	$2,000,000 each occurrence and aggregate.
ADDITIONAL INSURED:	THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING & MCGILL UNIVERSITY is added as an Additional Insured but only with respect to liability arising out of the operations of the Named Insured.
CANCELLATION:	Should any of the above described policies be cancelled before the expiration date thereof, the Insurer will endeavour to mail 30 days written notice to the named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed herein.

Dated at Montreal, Canada, March 24, 2015

ELLIOTT SPECIAL RISKS

Karen Bailey
Authorized Representative

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY

FINANCIAL STATEMENTS

APRIL 30, 2015

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
FINANCIAL STATEMENTS
APRIL 30, 2015

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Statement of Operations	4
Statement of Changes in Net Assets	5
Statement of Cash Flows	6
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INDEPENDENT AUDITOR'S REPORT

To the Members of
Arts Undergraduate Society of McGill University

We have audited the accompanying financial statements of Arts Undergraduate Society of McGill University, which comprise the statement of financial position as at April 30, 2015, and the statements of operations, changes in net assets and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified audit opinion.

Place du Canada
1010, rue De La Gauchetière Ouest, 2e étage
Montréal QC Canada H3B 2S1
T 514.875.2865 • F 514.866.0247
1.888.355.6697

Basis for Qualified Opinion

In common with many not-for-profit organizations, the Association derives part of its receipts from the general public in the form of cash receipts, the completeness of which is not susceptible to satisfactory audit verification. Accordingly, our verification of these revenues was limited to the amounts recorded in the records of the Association. Therefore, we were not able to determine whether any adjustments might be necessary to revenues, excess (deficiency) of revenues over expenses and cash flows for the the years ended April 30, 2015 and 2014 and March 31, 2014, assets as at April 30, 2015 and 2014 and March 31, 2014 and net asset balances as at April 1 and May 1, 2014, as at April 30 for both the 2014 and 2015 years and March 31, 2014. Our audit opinion for the years ended April 30, 2014 and March 31, 2014 were modified accordingly because of the possible effects of this limitation in scope.

Qualified Opinion

In our opinion, except for the effects of the matter described in the Basis for Qualified Opinion paragraph, the financial statements present fairly, in all material respects, the financial position of Arts Undergraduate Society of McGill University as at April 30, 2015, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Fuller Landau LLP

Montreal, October 1, 2015

[1] CPA auditor, CA, public accountancy permit No. A118902

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
STATEMENT OF FINANCIAL POSITION
AS AT APRIL 30, 2015

	April 30, 2015 $	April 30, 2014 $	March 31, 2014 $
	ASSETS		
Current			
Cash	**155,729**	83,632	131,247
Term deposits (Note 3)	**190,000**	265,000	265,000
Accounts receivable (Note 4)	**45,361**	9,580	16,753
Prepaid expense	**6,582**	-	-
	397,672	358,212	413,000
Capital assets (Note 5)	**30,091**	28,904	29,856
	427,763	387,116	442,856
	LIABILITIES		
Current			
Accounts payable and accrued liabilities (Note 6)	**77,037**	22,500	47,788
	NET ASSETS		
Invested in capital assets	**30,091**	28,904	29,856
Unrestricted	**320,635**	335,712	365,212
	350,726	364,616	395,068
	427,763	387,116	442,856

On behalf of the Board,

_____, Director

_____, Director

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED APRIL 30, 2015

	April 30, 2015 (12 months) $	April 30, 2014 (1 month) $	March 31, 2014 (12 months) $
Revenues			
Student fees	**196,805**	-	199,855
Programs	**322,555**	17,180	306,948
SNAX store sales	**191,058**	18,925	183,676
Improvement fund allocations	**24,000**	-	60,994
Sponsorships	**47,336**	1,397	47,691
Interest	**3,562**	-	5,747
	785,316	37,502	804,911
Expenses			
Advertising and promotion	**7,207**	3,449	2,441
Amortization of capital assets	**13,503**	952	9,403
Contributions and subscriptions	**34,631**	7,881	18,588
Equipment rental	**12,690**	-	10,706
Insurance	**2,194**	-	8,941
Interest and bank charges	**3,522**	65	400
Office expense	**62,307**	9,932	50,946
Professional fees	**13,146**	1,129	43,691
Programs	**402,110**	27,104	309,470
Repairs and maintenance	**-**	-	5,942
SNAX store	**153,615**	7,945	101,132
Salaries and fringe benefits	**71,173**	5,044	64,445
Sponsorships	**6,232**	3,269	3,934
Travelling	**16,876**	1,184	17,626
	799,206	67,954	647,665
Excess (deficiency) of revenues over expenses	**(13,890)**	(30,452)	157,246

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
STATEMENT OF CHANGES IN NET ASSETS
FOR THE YEAR ENDED APRIL 30, 2015

	Net assets invested in capital assets $	Unrestricted $	**April 30, 2015 (12 months) Total $**	April 30, 2014 (1 month) Total $	March 31, 2014 (12 months) Total $
Balance, beginning of year	28,904	335,712	**364,616**	395,068	237,822
Excess (deficiency) of revenues over expenses	(13,503)	(387)	**(13,890)**	(30,452)	157,246
Acquisition of capital assets	14,690	(14,690)	-	-	-
Balance, end of year	30,091	320,635	**350,726**	364,616	395,068

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED APRIL 30, 2015

	April 30, 2015 (12 months) $	April 30, 2014 (1 month) $	March 31, 2014 (12 months) $
Operating activities			
Excess (deficiency) of revenues over expenses	**(13,890)**	(30,452)	157,246
Item not requiring cash			
Amortization of capital assets	**13,503**	952	9,403
	(387)	(29,500)	166,649
Net change in non-cash working capital items	**12,174**	(18,115)	(28,240)
	11,787	(47,615)	138,409
Investing activities			
Acquisition of term deposits	**(25,000)**	-	(265,000)
Proceeds from redemption of term deposits	**100,000**	-	220,000
Acquisition of capital assets	**(14,690)**	-	(19,452)
	60,310	-	(64,452)
Increase (decrease) in cash and cash equivalents	**72,097**	(47,615)	73,957
Cash and cash equivalents, beginning of year	**83,632**	131,247	57,290
Cash and cash equivalents, end of year	**155,729**	83,632	131,247

Cash and cash equivalents consist of cash.

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
NOTES TO FINANCIAL STATEMENTS
APRIL 30, 2015

1. Statutes of incorporation and nature of activities

Arts Undergraduate Society of McGill University is a student-run not-for-profit organization, incorporated under Part III of Quebec Companies' Act and is exempt from the payment of income taxes under the Income Tax Act.

The Association's objective is to promote and represent the welfare and interests of the students of the faculty of arts at McGill University by providing activities and services to enhance the educational, cultural, environmental and social conditions of its members.

The Association changed its fiscal year end from March 31 to April 30 to align itself with the fiscal year end of McGill University. The financial statements show comparative periods for the April 30, 2014 one-month period-end and the March 31, 2014 12-month year-end because it provides more meaningful comparative information.

2. Significant accounting policies

The financial statements were prepared in accordance with Canadian accounting standards for not-for-profit organizations in Part III of the CPA Canada Handbook – Accounting and include the following accounting policies:

Revenue recognition

Student fees are collected from students by McGill University and are recognized as revenues by the Association when the funds are collected by the University.

Sponsorship revenue is recognized by the Association when received or when collection is reasonably assured.

Program revenues of the Association and its constituent associations are recognized as revenue in the period that the programs occurred.

Sales of goods from the SNAX convenience store are recognized when the goods are sold and when the funds are collected.

Improvement fund allocations represent funds from the McGill University to provide assistance to the Association for maintenance and capital expenditures. These revenues are recognized following approval of expenses submitted by the Association to the McGill University.

Interest revenue is recognized on a time basis.

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
NOTES TO FINANCIAL STATEMENTS
APRIL 30, 2015

2. Significant accounting policies (continued)

Financial instruments

Measurement of financial instruments

The Association initially measures its financial assets and financial liabilities at fair value, except for certain non-arm's length transactions.

The Association subsequently measures all its financial assets and financial liabilities at amortized cost.

Financial assets measured at amortized cost include cash, term deposits and accounts receivable.

Financial liabilities measured at amortized cost include accounts payable and accrued liabilities.

Cash and cash equivalents

The Association's policy is to disclose bank balances under cash and cash equivalents.

Capital assets

Capital assets are accounted for at cost. Amortization is calculated on their respective estimated useful lives using the straight-line method over the following periods:

	Periods
Furniture	5 years
Office equipment	5 years
Computer equipment	3 years

Use of estimates

The preparation of these financial statements in conformity with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. These estimates are reviewed periodically and adjustments are made to income as appropriate in the year they become known.

Contributed services

Volunteers contribute significant hours annually to assist the Association in carrying out its activities. Due to the difficulty in determining the fair value of this volunteer time, such contributions are not recognized in the financial statements.

The Association receives free rental of office space from McGill University, however, the value of this rent is difficult to estimate, and is therefore not included in the financial statements.

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
NOTES TO FINANCIAL STATEMENTS
APRIL 30, 2015

3. Term deposits

	April 30, 2015 $	April 30, 2014 $	March 31, 2014 $
Term deposit GIC - 1.75% due March 28, 2017	165,000	165,000	165,000
Term deposit GIC - 0.8% due June 28, 2015	25,000	-	-
Term deposit GIC - 0.8% due March 27, 2015	-	25,000	25,000
Term deposit GIC - 0.9% due November 27, 2014	-	50,000	50,000
Term deposit GIC - 0.8% due June 28, 2014	-	25,000	25,000
	190,000	265,000	265,000

4. Accounts receivable

	April 30, 2015 $	April 30, 2014 $	March 31, 2014 $
Student fees	**6,369**	9,580	9,581
Program receivables	**38,992**	-	7,172
	45,361	9,580	16,753

5. Capital assets

	Cost $	Accumulated amortization $	**April 30, 2015 Net book value** $	April 30, 2014 Net book value $	March 31, 2014 Net book value $
Furniture	71,547	58,876	**12,671**	21,354	22,126
Office equipment	9,598	3,320	**6,278**	6,411	6,546
Computer equipment	36,778	25,636	**11,142**	1,139	1,184
	117,923	87,832	**30,091**	28,904	29,856

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
NOTES TO FINANCIAL STATEMENTS
APRIL 30, 2015

6. Accounts payable and accrued liabilities

	April 30, 2015 $	April 30, 2014 $	March 31, 2014 $
Trade accounts payable	75,991	22,500	37,282
Sales tax payable	1,046	-	10,506
	77,037	22,500	47,788

7. Financial instruments

Risks and concentration

The Association is exposed to various risks through its financial instruments, without being exposed to concentrations of risk. The following analysis provides a measure of the Association's risk exposure at the balance sheet date of April 30, 2015.

Market risk

Market risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises three types of risk: currency risk, interest rate risk and other price risk. The Association is mainly exposed to interest rate risk

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Association is exposed to interest rate risk on its fixed interest rate term deposits which subjects it to a fair value risk.

8. Economic dependence

The Association receives student fees from member payments that are collected by McGill University on behalf of the Association to ensure the continuity of its operations.

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY

ASSOCIATION ÉTUDIANTE DE LA FACULTÉ DES ARTS DE PREMIER CYCLE DE L'UNIVERSITÉ MCGILL

Consolidated By-Laws of the AUS

Revision History:

March, 2003
September 21, 2004
March 26, 2007
November 21, 2007
December 3, 2008
April 1, 2009
October 10, 2010
October 17, 2011
October 31, 2012
November 14, 2012
November 28, 2012
February 13, 2013
March 20, 2013
April 3, 2013
September 4, 2013
September 18, 2013
October 2, 2013
October 16, 2013
November 2013 Referendum
November 27, 2013
January 29, 2014
February 12, 2014
February 19, 2014
March 26, 2014
April 9, 2014

Québec

The Arts Undergraduate Society of McGill University is an accredited student association under R.S.Q. Chapter A-3.01.

Electoral By-Laws

Revision History:

November 21, 2007
Fall 2012
September 4, 2013
October 2, 2013
November 2013 (via referendum)
February 12, 2014

BACKGROUND

The AUS Electoral Bylaws govern AUS elections and referenda.

Article I: 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 AUS, as defined by the Constitution.

1.3 "Council" shall refer to the Council of the Arts Undergraduate Society of McGill University.

1.4 "CRO" shall refer to the Chief Returning Officer of Elections AUS.

1.5 "DRO" shall refer to the Deputy Returning Officer of Elections AUS.

1.6 "Working day" shall refer to any scheduled day of classes as defined by McGill University.

1.7 "Slate" shall refer to a group of candidates who are voluntarily running in support of one-another.

1.8 "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.

1.9 "Student Publication" shall refer to the McGill Daily, the McGill Tribune and Le Délit.

1.10 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 (1st) and March thirty-first (31st). If necessary for the purposes of by-elections, another election period may take place between September fifteenth (15th) and December first (1st). For the purposes of referenda, a referendum period may be held between September 15 and December 1 or January 15 and April 1.

2.2 The quorum for an AUS election is eight percent (8%) of the AUS members eligible to vote.

2.3 Any fee imposed by a referendum must be brought to subsequent referenda every three years (3).

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 between the opening of the nomination period and the conclusion of the voting period.

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 4.2). 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 the Students' Society of McGill University

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.

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 AUS 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.

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: Nominations

5.1 The period of nomination for AUS executive officers and Arts representatives to the SSMU shall be a minimum of seven (7) working days, closing at 5:00PM on the seventh (7th) working day with the possible extension of the nomination period dependent upon the decision of the Chief Returning Officer.

5.2 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.

5.3 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.

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

5.5 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.

5.6 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
iii) Seventy-five (75) signatures from Society members enrolled in the Bachelor of Arts program for Arts Representative to SSMU

5.7 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.

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

5.9 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.

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

Article VI: Referenda

6.1 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.

6.2 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.

6.2.1 If a fee-related referendum question is approved by the AUS Council, it must also be forwarded to the Office of the Deputy Provost (Student Life and Learning).

6.3 In the case of a petition based referendum, the signatures must be accompanied by valid and corresponding 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.

6.4 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.

6.5 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.

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

6.7 The Referendum Period initiated by council or by petition shall be announced at least 5 calendar days prior to the opening in at least one (1) student publication.

Article VII: Campaigning

7.1 The campaign period shall last no less than six (6) working days and the polling period shall

begin after 3 days of the campaigning period, lasting for at least half the campaigning period.

7.2 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.

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

7.3.1 All campaign material that has been approved by Elections AUS must include an AUS Approved Marking.

7.4 Each candidate and referendum committee shall be allowed to post a maximum of two hundred (200) posters in the following buildings: 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).

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

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

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

7.4.3 No posters may be placed inside classrooms or bathrooms.

7.4.4 All paper campaign materials must be on recycled paper.

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

7.4.6 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.

7.5 The dimensions of a poster shall not exceed eight and one half (8.5) and eleven (11) inches.

7.5.1 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.

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

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

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

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

7.9 No banners (defined as anything larger than a poster as per Provision 7.5) supporting a candidate, position, slate or referendum committee are permitted except for as stated in 7.10.

7.10 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.'

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 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.

7.16 No handbills shall:

i) be of a size larger than five (5) and one-half (0.5) inches by eight (8) and one-half (0.5) inches;

ii) have more than one (1) leaf, but two (2) sides are permissible;

iii) be posted.

7.17 Handbills may only be handed out by candidates or members of referendum committees directly to another individual.

7.18 All campaign material shall be presented to the CRO before its distribution. The CRO shall have the right to prohibit use if the content or distribution contravenes these by-laws.

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

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

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

7.21 Campaigning shall end when the polling period ends.

7.22 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.

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

7.23 All candidates shall be jointly responsible for removing all of their campaign material at the conclusion of the campaign period.

7.24 No unsolicited e-mail may be sent. E-mail is considered unsolicited if the person receiving the email does not normally receive e-mail from the sender.

7.24.1 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.

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

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

7.24.4 Standing Committees of AUS Legislative Council as defined in Article 10.1 of the AUS Constitution may publicly endorse a candidate if it is related to their mandate and provided that it has been internally approved beforehand.

7.25 Candidates or committees may establish websites.

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

7.26 Candidates or committees may use social networking platforms, including but not limited to, Facebook and Twitter, for purposes of campaigning.

7.26.1 Social networking platforms may only be created by the candidate.

7.26.2 Social networking platforms must include the dates of the polling period and the website for polling.

7.27 When in doubt, candidates should have Elections AUS approve all online campaign materials.

Article VIII: Campaign Funding

8.1 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.

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

8.3 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.

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

8.5 Candidates or referendum committees that violate the spending guidelines as specified in provisions 8.1 through 8.4 shall have their nominations disqualified by Elections AUS.

8.6 Candidates and referendum committees must submit a copy of all of their expenditures within seven (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.

8.6.1 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.

8.7 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.

8.8 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 IX: Voting

9.1 The polling period shall last for at least three (3) working days.

9.2 The polling period and polling website shall be published in at least one (1) student publication at appropriate times as determined by Elections AUS.

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

9.4 Any eligible member of the Society (as stipulated in 9.7, 9.7.1, and 9.7.2) may vote at any open poll during an election or referendum.

9.5 Members of the Society may only vote once.

9.6 A valid student identification number and/or a valid McGill email address is required for voting. No appeals on this matter will be considered.

9.6.1 Only students enrolled in a Bachelor of Arts or a Bachelor of Arts and Science degree program and McGill University will be allowed to vote for AUS Executives and in AUS referenda.

9.6.2 Only students enrolled in a Bachelor of Arts degree program at McGill University will be allowed to vote for Arts Representatives to SSMU in AUS elections and by- elections.

9.7 Voting by proxy is prohibited.

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

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

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

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

9.11.1 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 X: Online Voting

10.1 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.

10.2 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.

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

10.4 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.

10.5 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.

10.6 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.

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

10.7 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.

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

10.7.2 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 permanently barred from holding elected or appointed office in the AUS.

10.7.3 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 participating in the new referendum period.

10.8 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 9.6.

10.9 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 XI: Paper Balloting, Vote Counting, and Scrutineering

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

11.2 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.

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

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

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

11.5 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.

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

11.7 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.

11.8 The determination of a voter's intent shall be made by the ballot counters subject to appeal to Elections AUS.

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

11.8.2 If the ballot counters can not agree on a voter's intent, an automatic appeal to Elections AUS shall be made.

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

11.10 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.

11.10.1 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.

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

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

11.11.1 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 XII: Tie Votes

12.1 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.

12.2 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.

12.2.1 No recount shall be allowed of the random sample.

12.2.2 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.

12.3 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.

12.4 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.

12.5 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 at tie has in fact occurred.

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

12.7 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.

12.8 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.

12.8.1 Only the Judicial Board of the Students' Society of McGill University may call for recount following Elections AUS deeming the results official.

Article XIII: Recounts

13.1 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 13.3.

13.2 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.

13.3 Elections AUS may choose to call for one additional recount, should they deem it necessary, in the case of 13.1 or 13.2. 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.

13.4 No recounts will be necessary or permitted for results stemming from online voting.

Article XIV: Announcement of Results

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

14.2 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 XV: Penalization and Disqualification of Candidates, Invalidation and Disqualification of Election and Referenda Results, Re-Election, and Appeal Procedures

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 All decisions made by Elections AUS may be appealed to the Judicial Board of the Students' Society 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.

15.5.1 The appeal period, as specified in provision 15.5, may not be extended by the AUS Council or the Judicial Board.

Departmental Association Electoral By-Laws

Revision History:

December 3, 2008
February 13, 2013

BACKGROUND

The AUS Departmental Association Electoral Bylaws govern elections for the AUS's departmental associations.

Preamble

All Student Departmental and Program Association elections must be conducted in accordance with the Constitution of the Arts Undergraduate Society.

Article I: Definitions

1.1. 'Working days' shall refer to any scheduled day of classes as defined by McGill University.

1.2. 'AUS' shall refer to the Arts Undergraduate Society of McGill University and its membership.

1.3. 'Association' shall refer to the Departmental and Program Student Associations recognized by the AUS.

1.4. 'Unsolicited emails' shall refer to emails received by an individual if the individual does not normally receive emails from the sender.

Article II: Time Period

2.1 All association elections must be completed no later than the end of March.

2.2 The Chief Returning Officer must notify all Departmental Presidents of the departmental election dates by February 21.

Article III: Location

3.1 All paper ballots must be cast and counted in a wheelchair accessible building.

3.2 All polling locations must be approved by AUS CRO.

3.3 The AUS lounge shall be made available for polling upon request.

Article IV: Nominations

4.1 Nominating period must be a minimum of five (5) working days.

4.2 The call for nominations must be publicized in a reasonable manner including but not limited to:

4.2.1 The association listserv, if it exists, as well as the AUS listserv if reasonable.

4.2.2 A minimum of ten posters must be posted indoors on McGill campus.

4.3 Call for nominations must provide guidelines for nomination requirements.

4.4 All members of the association are eligible to run for an elected position.

4.4.1 Further eligibility restrictions can be imposed by the Association pursuant to their constitution.

4.5 If no student presents themselves for candidacy then the position shall be left vacant to be appointed by the executive in the fall, unless a reasonable alternative presents itself.

4.6 Each candidate shall be eligible to run for only one (1) position per association.

Article V: Campaign Period

5.1 The campaign period shall last no less than six (6) working days and the polling period shall begin after 3 days of the campaigning period, lasting for at least half the campaigning period.

5.2 No campaign material may be slanderous, libelous, and/or discriminatory towards another candidate and/or his or her position(s), nor may campaign material be degrading to any person, organization or department of McGill University or to any group in any way, to be judged by a reasonable standard.

5.3 No candidate shall spend more than fifteen (15) Canadian dollars on campaign materials.

5.4 No candidate shall send unsolicited emails or messages of any kind by any electronic medium.

5.5 The outgoing association executive, with the exception of those seeking re-election, shall remain neutral in the campaign.

5.5.1 Those seeking re-election shall not enjoy any advantage derived from their former position(s) on the executive.

5.6 It is encouraged that all candidates use recycled materials for all campaign materials where possible.

5.7 No candidate shall exchange food, materials or gifts as a means to solicit votes.

Article VI: Polling period

6.1 All polling must be anonymous and member must meet with minimum eligibility requirements as shall be determined by the association's constitution.

6.2 The polling period shall last for a minimum of three (3) working days.

6.3 All members of the association may cast only one (1) ballot.

6.4 Voting by proxy is prohibited.

6.5 The counting of ballots must be completed within twenty-four (24) hours of the completion of polling and the results are to be announced over the listserv(s).

6.6 The ballots shall be stored for one (1) week in the AUS office.

6.6.1 After one (1) week, unless there are disputes, the ballots shall be destroyed.

6.6.2 Should a dispute occur, ballots shall be destroyed one (1) week after the dispute is settled.

Article VII: Contingencies, Recounts and Disputes

7.1 All disputes regarding these by-laws or election procedures shall be settled by the AUS CRO.

7.2 Candidates who wish to contest an election must do so within one (1) week and a recount is subject to the discretion of the AUS CRO.

7.3 In the event of a tie, a recount shall occur. If the recount does not break the tie, then an offer of joint-occupancy of the position shall be offered. If this is not acceptable then the two candidates shall draw straws, a game which shall be presided over by the AUS CRO and AUS VP Internal.

Article VIII: Exemptions

8.1 The Departmental Association Electoral By-laws shall apply to all Departments recognized by the AUS.

8.2 Any department may apply with cause to the AUS Executive Committee for exemption from Articles 3, 4 and 5.

8.2.1 The Executive Committee shall, in consultation with the CRO, approve or deny applications for exemption within 7 working days of receiving the application.

8.3 Any department requesting an exemption must submit their proposed alternative framework for their departmental electoral process along with an explanation of why an exemption is necessary.

8.4 If a request for exemption is denied, the Executive Committee must provide reasoning to the Departmental executive.

8.5 Exemptions shall apply for one electoral period, unless explicitly stated otherwise.

8.6 These by-laws do not apply if there are no contested positions.

The Arts Student Employment Fund By-Laws

Revision History:

March 2003
October 20, 2010
November 27, 2013
January 29, 2014

BACKGROUND

The Arts Student Employment Fund By-laws govern the distribution of the Arts Student Employment Fund. 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. Every student registered in an Undergraduate Arts program and registered for less than nine (9) credits shall contribute three dollars and twenty-five cents ($3.25) to the Fund. Every student registered in a Bachelor of Arts and Science program will contribute one-half of the above amounts, depending on if they are full-time or part-time. This fee contributes to the creation of academically based employment opportunities for AUS members on campus.

Students may choose to opt out of contributing towards the Fund provided they do so through the online opt-out process at the beginning of each semester. Students who choose to opt out will be ineligible for employment opportunities funded by either the AUS Work Study Program or the Arts Faculty Employment Fund.

Fifty per cent (50%) of the student contribution is allocated to the Arts Faculty Employment Fund (AFEF), which is a fund matched by the Dean of Arts Development Fund.

Fifty per cent (50%) of the student contribution is allocated to the AUS Work Study Program (AUS WSP) and is matched by funds from McGill University.

SECTION I: THE ARTS STUDENT EMPLOYMENT FUND

ARTICLE 1: DEFINITIONS

1.1. "AUS" shall refer to the Arts Undergraduate Society of McGill University, an accredited student association representing all undergraduate students enrolled in a Bachelor of Arts or a Bachelor of Arts & Science program at McGill University.

1.2. "Arts Student Employment Fund" is an opt-outable fee levied on members of the Arts Undergraduate Society to provide funding for the creation of career-advancing and/or academically-based employment opportunities.

1.3. "Arts Faculty Employment Fund" is composed of 50% of funding from the Arts Student Employment Fund and 50% of funding from the Dean of Arts Development Fund.

1.4. "Newly-Appointed Professors" refers to professors in their first academic appointment at McGill, within the first three years of that appointment.

1.5. "Undesignated Funds of the Arts Faculty Employment Fund" refers to the difference in monies between the total of the Arts Faculty Employment Fund (composed of student ASEF contribution and the Dean of Arts Development Fund) and the total amount allocated toward newly-appointed professors to hire AUS members as Casual Research Assistants.

1.6. "AUS Work Study Program" (AUS WSP) refers to the monies to be administered through the McGill Work Study Program of the Scholarships and Student Aid (SSAO) office.

1.7. "AMURE" shall refer to the Association of McGill University Research Employees.

1.8. "Employers" shall refer to professors, directors, and McGill administrators who are proposing employment opportunities.

ARTICLE 2: GENERAL DESCRIPTION

2.1 The sole and unique purpose of this initiative is to provide funding for the creation of career-advancing and/or academically-based employment opportunities for those members of the Arts Undergraduate Society who contribute to the Arts Student Employment Fund.

2.2 The Arts Student Employment Fund contribution is divided between two initiatives: fifty percent (50%) is allocated to the Arts Faculty Employment Fund, which is matched by the Dean of Arts Development Fund. Fifty percent (50%) is allocated to the AUS Work Study Program (AUS WSP) and is matched by McGill University.

2.3 AUS members who opt out of the ASEF during an academic semester shall be ineligible for positions funded by the ASEF that semester.

2.3.1 Summer employment funded through ASEF shall be permissible if the student has contributed to the ASEF during the Winter semester.

ARTICLE 3: THE ARTS STUDENT EMPLOYMENT FUND COMMITTEE (ASEFC)

3.1 Membership of the ASEFC shall consist of:

3.1.1 The Vice-President Academic of the AUS, who shall chair the ASEFC;
3.1.2 The Vice-President Finance of the AUS;
3.1.3 One (1) member of AUS Legislative Council, who may not be on the AUS Executive Committee, who must be an AUS member;
3.1.4 One (1) student member-at-large, who must be an AUS member;
3.1.5 The Dean of the Faculty of Arts, or their delegate, who is the "Fund Manager" of the Arts Faculty Employment Fund.

3.2 As chairperson, The Vice-President Academic of the AUS shall:

3.2.1 Set the agenda and chair meetings of the ASEFC;
3.2.2 Appoint all student representatives on the ASEFC, subject to the approval by a majority vote of AUS Legislative Council.

3.3 Duties and responsibilities of the student members of the ASEFC shall include:

3.3.1 Ensuring that the ASEF achieves its objective as outlined in Article 2 of these bylaws;
3.3.2 Liaising with the office of the Associate Dean (Research and Graduate Studies) of the Faculty of Arts regarding funding for Casual Research Assistants for newly-appointed professors;
3.3.3 Encouraging newly-appointed professors to use their funding allocation and liaising and assisting with the advertisement of available positions;
3.3.4 Allocating undesignated funds of the Arts Faculty Employment Fund in a manner consistent with Article 2.1 of these bylaws, as per the procedures outlined in Article 5 of these bylaws, in conjunction with the Dean of the Faculty of Arts, or their delegate;
3.3.5 Reporting to AUS Legislative Council at least once per semester on the activities of the ASEFC, including the total number of employment opportunities made available;
3.3.6 Exploring new employment opportunities for AUS members that are in accordance with the purpose of the ASEF;
3.3.7 Serving as an oversight body for the AUS Work Study Program.

SECTION II: ARTS FACULTY EMPLOYMENT FUND FOR NEWLY-APPOINTED PROFESSORS

ARTICLE 4: ADMINISTRATION OF THE ARTS FACULTY EMPLOYMENT FUND FOR NEWLY-APPOINTED PROFESSORS

4.1 The Office of the Associate Dean (Research and Graduate Studies) of the Faculty of Arts shall:

4.1.1 Contact newly-appointed professors at the beginning of the academic year to inform them of the existence of the Arts Faculty Employment Fund and the restrictions on the usages of these grants as outlined in Article 4.5 of these by-laws;

4.1.2 Create an annual report of all hirings made possible by the Arts Faculty Employment Fund, to be sent to the members of the ASEFC.

4.2 The Vice-President Academic of the Arts Undergraduate Society shall:

4.2.1 Be responsible for posting and publicizing all job opportunities with newly-appointed professors that are made possible by the Arts Faculty Employment Fund;

4.2.2 Liaise with newly-appointed professors to ensure that students hired have contributed to the Arts Student Employment Fund.

4.3 Newly-appointed professors shall have a period of no longer than three (3) academic years in which to use this grant. Monies unspent shall be considered "undesignated funds" of the Arts Faculty Employment Fund, eligible for allocation by the ASEFC, as per Article 5 of these bylaws.

4.4 Students hired shall be considered "Casual Research Assistants" and as such shall be covered under the AMURE collective agreement.

4.5 Newly-appointed professors are required to follow the following guidelines when formulating their employment proposals funded by the Arts Faculty Employment Fund:

4.5.1 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.

4.5.2 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 they seek to fulfill their duties.

4.5.3 Students employed by newly appointed professors must be AUS members.

4.5.4 Students must have contributed to the Arts Student Employment Fund for the semester(s) during which they are employed. Should the employment take place during the summer, the student must have contributed during the preceding winter semester. This may be verified by contacting the AUS VP Academic.

4.5.5 Newly appointed professors must not take the financial situation of the

student into account when accepting or rejecting applicants for the position.

SECTION III: UNDESIGNATED FUNDS OF THE ARTS FACULTY EMPLOYMENT FUND

ARTICLE 5: ALLOCATION OF UNDESIGNATED FUNDS OF THE ARTS FACULTY EMPLOYMENT FUND

5.1 The ASEFC shall be empowered to allocate undesignated funds of the Arts Faculty Employment Fund, with special attention to the goals and objectives of the ASEF and employment projects that enhance the overall wellbeing of AUS members on campus.

5.2 The following guidelines shall be followed for allocation of funding:

5.2.1 The Faculty of Arts Finance Office shall inform members of the ASEFC of the total of the undesignated funds available for allocation.

5.2.2 The student members of the ASEFC shall be responsible for advertising the existence of the undesignated funds and shall solicit funding applications.

5.3 Undesignated funds of the Arts Faculty Employment Fund may be used to fund employment opportunities within the Arts Undergraduate Society.

5.4 Quorum for the ASEFC to approve an allocation of undesignated funds shall be at least the Dean of Arts or their delegate and at least three of the four student members.

5.5 Approval of a funding application to the ASEFC shall require approval of the Dean of Arts or their delegate and at least two of the four student members.

5.6 Allocations decided by the ASEFC must be approved by a majority vote of AUS Legislative Council.

SECTION IV: THE WORK STUDY PROGRAM OF THE FACULTY OF ARTS

ARTICLE 6: ADMINISTRATION OF THE WORK STUDY PROGRAM

6.1 The purpose of the AUS Work Study Program is to create career-advancing and/or academically-based employment opportunities for AUS members who demonstrate financial need in accordance with McGill Work Study eligibility criteria.

6.2 The AUS Work Study Program is designed to provide incentives to employers to propose employment opportunities that may be subsidized at twice the rate of the regular Work Study reimbursement program.

6.3 The Administrator of the Work Study Program at the McGill Scholarships and Student Aid Office (SSAO) shall be responsible for administering the AUS Work Study Program.

6.4 The Scholarships and Student Aid Office (SSAO) shall vet employment opportunities submitted by employers. Employment opportunities shall be approved if they demonstrate to the Work Study Program that they are academically-based and/or career-advancing as per the guidelines listed in Article 6.5.

6.5 The Administrator of the Work Study Program is entrusted with the responsibility for ensuring that the proposals made to the AUS Work Study Program are indeed those that are academically-based and/or career-advancing. The following guidelines shall be used to appraise employment proposals to the AUS Work Study Program:

6.5.1 Employment opportunities made available to AUS members must have as their basis an academic orientation and/or must be of assistance to the students in acquiring valuable career-related skills.

6.5.2 The work assigned to the employed student must be appropriate work for an AUS member, and the employer must be available to provide the necessary support to the employed student as they seek to fulfill their duties.

6.6 The Administrator of the Work Study Program shall submit a report every year, covering the fiscal year May 1 to April 30, to the AUS VP Academic that includes: the number of students hired through the AUS Work Study Program; the types of employment opportunities made available, including departments and duties; and a financial report.

SECTION V: THE ASEF BYLAWS

ARTICLE 7: CYCLICAL REVIEW OF THE FUND

7.1 The existence of the ASEF shall be put to referendum once every three (3) years, in accordance with the AUS Constitution.

7.2 Every third year, the VP Academic shall present a referendum question to renew the ASEF fee to AUS Legislative Council.

ARTICLE 8: TERMINATION OF THE ASEF

8.1 The ASEF shall exist in perpetuity.

8.2 If the cyclical referendum of 7.1 is defeated, or if any spontaneous general referendum to the effect of terminating the ASEF is passed, then all remaining monies shall be allocated in accordance with the Constitution and these by-laws.

8.3 In the case of a referendum being passed to reinstate the ASEF, then the ASEFC shall be

reinstated as well.

ARTICLE 9: COMING INTO FORCE

9.1 These by-laws shall supersede all previous versions of the Arts Student Employment Fund by-laws.

ARTICLE 10: INTERPRETATION

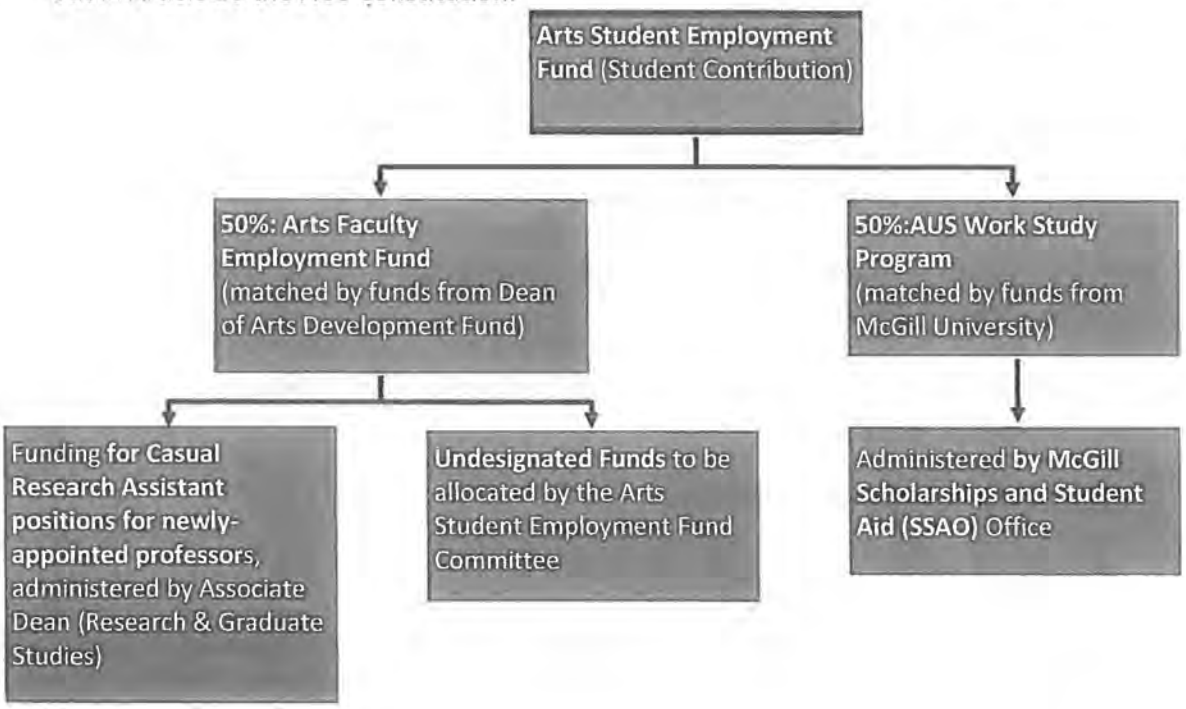
10.1 These by-laws shall be interpreted in a manner consistent with the by-laws and Constitution of the AUS.

ARTICLE 11 : AMENDMENTS

11.1 Amendments to these by-laws pertaining to the Arts Faculty Employment Fund should first be discussed with the Dean of the Faculty of Arts and/or the Associate Dean (Research and Graduate Studies) of the Faculty of Arts.

11.2 Amendments to these by-laws pertaining to the AUS Work Study Program should first be discussed with the Administrator of the Work Study Program.

11.3 Amendments to these by-laws shall follow by-law amendment procedures as laid out in Article 23 the AUS Constitution.



Arts Undergraduate Improvement Fund Bylaws

Revision History:

January 2013
November 2013 (via referendum)
November 27, 2013
January 29, 2014
March 26, 2014

BACKGROUND

The Arts Undergraduate Improvement Fund Bylaws govern the distribution of the Arts Undergraduate Improvement Fund, an optoutable fee that supports capital improvements and the Fine Arts Council, the Arts Internship Office, and the McLennan Library. These By-laws also define the membership and mandate of the AUS-Library Partnership Committee (LPC).

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 Eleven (11) student representatives nominated by Department Student Associations recognized by the AUS, in accordance with the AUS bylaws;

3.1.6 The Humanities and Social Sciences Library (HSSL) Head Librarian and a student representative from the AUS –Library Partnership Committee (LPC).

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 Co-Chair the AUIFC meetings along with the AUS Speaker of Council

4.1.1.1 The AUS Speaker of Council shall be a non-voting member of the committee;

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*.

4.1.11 Organize an Ad Hoc AUIF Steering Committee consisting of the Vice-President Finance and two (2) student members of the AUIFC to determine proposals' eligibility for AUIF funding in advance of the AUIFC meeting in accordance with the criteria listed in Article 8 of the AUIF Bylaws.

4.2 The VP Communications shall:

4.2.1 Take or delegate to the Recording Secretary the minutes of every AUIFC meeting and make them available within one week of the second meeting to AUS members;

4.2.1.1 The Recording Secretary shall be a non-voting member of the committee

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.

4.2.4 Coordinate an opt-in campaign at the beginning of each semester that advertises the projects funded through the AUIF.

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 a four-fifths majority to be accepted by 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 sixteen dollars and seventy cents ($16.00) 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 five percent (5%), to be capped at $10,000 per year, 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.

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

8.4.3 A sum of ten percent (10%) of the gross amount shall be reserved for the Arts Internship Office to be administered as per the AUS Arts Internship bylaws.

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

8.4.4 The net amount remaining after subtracting amounts allocated in 8.4.1, 8.4.2 and 8.4.3 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.

8.4.4.1 As the AUIFC considers spending options for the net amount, it shall maintain a particular focus on the needs of student tools and resources ni the Humanities and Social Sciences Library (HSSL).

8.4.5.2 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 the deadline established by the VP Finance.

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.

8.6.3 AUIF funds may not be used to fund renovations for or improvements to centrally-scheduled classrooms or conference rooms.

8.6.4 Proposals for the purchase of items such as books and DVDs should be referred first to the Library.

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: THE AUS-LIBRARY PARTNERSHIP COMMITTEE (LPC)

11.1 The mission of the AUS-Library Partnership Committee (LPC) shall be to:

11.1.1 Construct a collaborative proposal for submission to the Arts Undergraduate Improvement Fund Committee to improve the Humanities and Social Sciences Library, as per Article 8.4.4.1 of the AUIF Bylaws;

11.1.2 Conduct regular consultation with students to determine possible improvements to the Library;

11.1.3 Serve as a regular forum of communication between the Library and the Arts Undergraduate Society on all matters regarding the libraries;

11.2 The membership of the AUS-Library Partnership Committee shall consist of:

11.2.1 The AUS Vice-President Academic ("Chair")

11.2.2 The Head Librarian of the Humanities and Social Sciences Library (HSSL) ("Librarian")

11.2.3 Two representatives from AUS Departmental Associations

11.2.4 Two student members-at-large

11.2.5 Additional members as needed at the discretion of the Chair and the Librarian.

ARTICLE 12: SUPERCEDING CLAUSE

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

ARTICLE 13: COMING INTO FORCE

13.1 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 14: INTERPRETATION

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

ARTICLE 15: AMENDMENTS

15.1 Amendments to these bylaws should first be discussed with members of the AUIFC, if and when possible.

15.2 Amendments to these by-laws shall follow by-law amendment procedures as laid out in Article 23 of the AUS Constitution.

Financial Bylaws

Revision History:

October 2011
September 18, 2013
October 2, 2013
March 26, 2014

BACKGROUND

The Financial Bylaws govern the AUS's financial practices, including funding, bank accounts, and budget requirements.

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. The Vice-President Finance may (at her discretion) require that the AUS member sign a confidentiality agreement.

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 One dollar and thirty-five cents ($1.35) 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 Ninety cents ($0.90) 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 All departmental associations with a minimum of five (5) arts students, must receive a minimum of 500.00 in student fees for the academic year.

5.4 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.

5.5 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.

5.6 Within 15 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.

5.7 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 .

5.8 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.

5.8.1 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 all 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 15th 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.

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 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 25th 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.

7.5.1 When presenting the budget to council, the VP Finance and President must provide a written justification for all spending specifically for the executive. This includes, but is not limited to:

i) Executive Clothing
ii) Executive Retreat
iii) Appliances for the AUS office
iv) Tickets for AUS-Related Events

7.5.2 In addition to the annual budget, the executive summary of spending described in Article 7.5.1 shall be included on the website.

7.6 The general, annual budget of the Society, once approved by Council, shall be published no later than the 25th 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 Social's 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 collected base fees. 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 collected base fees. 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 10% of the Society's collected base fees. 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 their work during the summer, fall, and winter semesters. The only exception to this rule shall be for members of the AUS Executive Committee who are eligible for the McGill Work Study program as per the criteria set up by the office of Scholarships and Student Aid. Only administrators from the Scholarships and Student Aid office shall be qualified to determine whether an AUS Executive is eligible for Work Study.

9.1.1 AUS Executives who are Work Study eligible shall be paid at minimum wage for a maximum of ten (10) hours per week.

9.1.2 AUS Executives who are Work Study eligible shall be responsible for tracking their working hours and submitting payroll documents to the AUS VP Finance each week.

9.1.2.1 If the AUS VP Finance is Work Study Eligible, the AUS President must co-sign the VP Finance's payroll documents.

9.1.3 Work for which AUS Executives receive payment must take place in Montréal.

9.1.4 The AUS VP Finance shall be responsible for processing the payroll of AUS Executives who are in financial need. Payment for AUS Executives shall be made at first from the AUS operating budget. The AUS will be reimbursed up to ten dollars ($10) per hour from funds from the AUS Work Study Program (AUS WSP) of the Arts Student Employment Fund (ASEF).

9.1.5 The AUS VP Finance shall be responsible for liaising with the McGill Work Study Program to ensure the appropriate reimbursement.

9.2 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.

9.3 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.

9.4 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 4 members of Council or departmental VP Finances, 4 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 half of the FMC members.

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

10.1.4 The Vice-President Finance may appoint members to the FMC beyond the required eight members, and may delegate extra authority to one or more of these members, subject to the approval of AUS Council.

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 cannot 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.

10.4.1 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. As of the ratification of this amendment, no organization may open an external bank account.

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.

11.1.3 External bank accounts shall have the AUS Vice President Finance as a signing officer.

11.1.4 Departmental associations with external bank accounts shall provide their online banking information to the Vice President Finance.

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.

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

11.11 Expenditures for alcohol may not exceed 50% 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.

13.5.1 Exceptional use of the debit card will be permitted for large purchases; these purchases must be approved by both the President, as well as the Vice-President Finance.

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 15th.

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.

Fine Arts Council By-Laws

Revision History:

April 1, 2009
Fall 2012
Winter 2013
October 16, 2013
March 26, 2014

BACKGROUND

These bylaws serve as the terms of reference for the Fine Arts Council and govern the distribution of the Fine Arts fund.

Article 1 – Establishment

1.1 The Fine Arts Council, hereinafter the FAC, is an internal entity of the AUS and shall be governed by these bylaws.

Article 2 – Mission

2.1 The mission of the FAC is to create a community of Fine Arts at McGill where none existed before.

2.2 It shall work to harness the collective energies of Fine Arts programs at McGill to share resources and support.

2.3 It shall work to create more opportunities for McGill students to express themselves through the Fine Arts.

2.4 It shall support new endeavours and help to expand existing ones.

Article 3 – Finances

3.1 The annual funding allocated to the FAC is determined in the AUIF bylaws as a percentage of the AUIF.

3.2 Additional funding can be sought out from external sources or from the AUS.

3.3 Affiliates must submit their budgets to the FAC once per semester for approval, no later than November 10 for the Fall Semester and no later than February 15 for the Winter Semester.

3.4 The FAC will submit their total projected budget to the AUS by the end of the first semester.

3.5 The finances shall be maintained as consistent with other internal entities of the AUS.

3.6 At least 10% of the FAC's budget shall be reserved for funding new or one-time Fine Arts projects.

Article 4 – Powers and Duties of the FAC

4.1 The FAC shall recognize the supremacy of the AUS Constitution and be bound by it.

4.2 The FAC shall work to realize their mission as stated in these bylaws

4.3 The FAC may review applications for funding projects that are aligned with the FAC's mission.

4.4 The FAC may direct their own events or projects to fulfill their mission if it deem necessary either by itself or by striking ad hoc committee.

4.5 The FAC shall promote its Fine Arts funding opportunities.

4.6 The FAC shall work to support its affiliate(s) as defined in article 5 and project(s) that it funds.

4.7 All decisions of the FAC must be ratified by AUS Council.

Article 5 – Membership

5.1 The Committee shall consist of ten (10) members:

5.1.1 The two (2) Fine Arts commissioners

5.1.2 The Vice-President Finance of the AUS;

5.1.3 The Vice-President Communications of the AUS;

5.1.4 A representative of each of the FAC affiliates

5.1.4.1 STEPS Magazine

5.1.4.2 Arts Undergraduate Theatre Society (AUTS)

5.1.4.3 Fridge Door Gallery

5.1.4.4 The VEG

5.1.4.5 Leacock's

5.1.5 The remaining members, referred to as Independent Members, shall be from the McGill Fine Arts community.

5.1.5.1 These members will be by application and approved by the other members of the Committee

5.1.5.2 These members will undertake the responsibilities of sponsorship, advertising, organizing any FAC events and acting as an informational resource.

5.1.5.3 These seats may be forfeited if new affiliates are granted seats.

5.1.5.4 The Independent Member(s) may be chosen during the application and interview process for the two (2) Fine Arts Commissioners.

5.2 The Fine Arts Commissioners shall together chair the meetings of the FAC and their responsibilities will be divided into Internal and External Commissioners.

5.3 The Internal Fine Arts Commissioner shall:

5.3.1 Organize and facilitate meetings;

5.3.2 Be responsible for the agenda before each meeting;

5.3.3 Liaise with applicants for funding.

5.4 The External Fine Arts Commissioner shall:

5.4.1 Liaise with McGill and other AUS entities;

5.4.2 Prepare regular reports for ratification for AUS Council;

5.4.3 Liaise with Fine Arts Groups;

5.4.4 Update FAC every week on general progress;

5.4.5 Be responsible for the public image of the FAC.

Article 6 – Meetings of FAC

6.1 Quorum shall be six of ten members of the FAC.

6.2 Meetings shall be chaired by the FAC.

6.3 Meetings shall be held at the discretion of the FAC.

6.4 The FAC may invite applicants to prepare a presentation for the FAC.

Article 7 – Applicants for Funding and affiliate budgets

7.1 Applications for funding and affiliate budgets must be passed by a majority vote of Committee.

7.1.1 Members who are involved in the project or budget must declare conflict of interest and refrain from voting.

7.2 To be considered, an applicant must fill out the application for funding in full.

7.3 The FAC may award funding in full, in part or deny funding entirely.

7.4 The FAC is encouraged to give feedback and support on applications.

7.5 The FAC shall allocate funding to the projects it deems worthy in considering the reach of project, qualification of applicant, viability of project, and any other criteria the FAC deems relevant.

7.6 The affiliates' allocations shall be as follows:

7.6.1 STEPS will be funded $550 per issue for 2 magazines of the FAC's budget each year.

7.6.2 AUTS will receive $500 of the FAC's budget each year.

7.6.3 The Fridge Door Gallery will receive $750 of the FAC's budget each year.

7.6.4. The VEG will receive $550 per issue for 2 magazines of the FAC's budget each year.

7.6.5 Leacock's will receive $750 of the FAC's budget each year.

7.10 This funding will be guaranteed provided that it does not create a surplus in the Affiliate Member's budget.

Article 8 – Selection of Commissioners

8.1 The Fine Arts Commissioners for the following year shall be selected by the incoming and outgoing VP Communications and any current Fine Arts Commissioners who are not applying for the position.

8.2 Any member of the AUS is eligible to apply.

8.3 The appointments shall be ratified by AUS Council.

Article 9 – Affiliates of the FAC

9.1 The FAC shall officially recognize and finance these Fine Arts endeavours as official FAC affiliates:

9.1.1 Steps Magazine

9.1.2 Arts Undergraduate Theatre Society (AUTS)

9.1.3 Fridge Door Gallery

9.1.4 The VEG

9.1.5 Leacock's

9.2 The FAC shall adopt the budgets of the affiliates on a per-semester basis and amend them if they deem necessary.

9.3 Any affiliate will receive funding at the discretion of the FAC. Should an affiliate fail to send a representative to more than one (1) meeting per semester without a valid reason, to be determined by the Committee at large, they forfeit their affiliate status pending readmission at the discretion of the FAC.

9.4 Groups will be invited to become affiliate members of the Committee based on, but not limited to, the following criteria:

- Involvement in the arts community outside of the group's interests
- Acting as an informational resource for others
- Distinct contribution to the Fine Arts Committee
- Cooperation and involvement with FAC
- Demonstration of fiscal responsibility
- Beneficial to McGill students at large
- Showing interest in maintaining long-term viability

FEARC By-Laws

Revision History:

October 2012 (Ratification)

BACKGROUND

These bylaws serve as the terms of reference for FEARC, the AUS's First-Year Events, Academic, and Representative Council.

Article 1: Establishment

1.1 The First-Year Events, Academic, and Representative Council, hereinafter referred to as the "FEARC", is an entity of the Arts Undergraduate Society (AUS) and shall be governed by these by-laws, as well as the Constitution and by-laws of the Arts Undergraduate Society.

1.2 The pronunciation of FEARC shall be the same as that of the English word "fierce" IPA: [feers].

Article 2: Mission

2.1 The mission of the FEARC shall be:

a) To represent all undergraduate students enrolled in the Faculty of Arts in their first academic year at McGill University and to promote their welfare and interests, and
b) To provide activities and services to enhance the educational, cultural, environmental, and social aspects of the lives of its members.
c) To provide special attention to how the Arts Undergraduate Society can better address the needs of former CEGEP students and international students.

2.2 The FEARC shall be recognized by its members, the Arts Undergraduate Society, and the Faculty of Arts as representative of all undergraduate students in their first academic year within the Faculty of Arts.

Article 3: Membership

3.1 The membership of the FEARC shall include all undergraduate students currently registered at McGill University in their first academic year (U0 students completing the Freshman Program and U1 students who are new admits) as a part-time or full-time student in the Faculty of Arts.

3.2 Membership in the FEARC confers the right to participate in all activities organized by the FEARC as well as the right to attend general meetings of FEARC and FEARC Executive Committee meetings as gallery members.

Article 4: The FEARC Executive Committee

4.1 The FEARC Executive Committee shall be a non-hierarchical body, with all members of the Executive co-equal to each other.

4.2 The Executive shall be composed of:

a) Two (2) Co-Presidents
b) Vice-President Academic
c) Vice-President CEGEP Representative
d) Vice-President Communications
e) Vice-Present Events
f) Vice-President External
g) Vice-President Finance
h) Vice-President International Student Representative

4.3 The term of office for all FEARC Executive Committee members will begin following the appointment process as described in Article 8 and will terminate on April 30th of the following year.

a) A FEARC Executive Committee member must remain a member of FEARC for the duration of their term of office.

Article 5: Powers and Duties of the Executive

5.1 The Co-Presidents shall:

a) Co-ordinate and supervise the affairs of the FEARC.
b) Ensure that FEARC members are well served by the FEARC.
c) Call and preside over meetings of the FEARC Executive.
d) Call and preside over general meetings of FEARC members.
e) Be responsible for spearheading the organization of social and academic events for the members of FEARC in conjunction with the FEARC Vice-President Events.
f) Be the official spokespersons for the FEARC in a manner consistent with the opinions of its members and executive.
g) Oversee the production of an exit report to assist future Executive Committees of FEARC.
h) Oversee the production of the First-Year Handbook.

5.2 The Vice-President Academic shall:

a) Be responsible for academic issues for members of FEARC,
b) Actively seek feedback regarding curricula and professors of courses within the Faculty of Arts from members of FEARC,
c) Work with the Vice-President Academic of the AUS to address any academic concerns voiced by members of FEARC,
d) Sit on Academic Council as described in Articles 10.1 and 12.5 of the AUS Constitution, and oversee the First-Year Caucus of Academic Councillors, should such a group be appointed, as described in Article 9.2.

5.3 The Vice-President CEGEP Representative shall:

a) Be the representative of former CEGEP students in the membership of FEARC,
b) Be responsible for organizing academic and social events for the former CEGEP students in the membership of FEARC,
c) Work with the FEARC Vice-President External to establish and maintain relations with members of FEARC not living in McGill residences.

5.4 The Vice-President Communications shall:

a) Be responsible for communicating to members of the FEARC the activities and goals of the FEARC Executive Committee,
b) Set up and maintain a FEARC website and listserv system,
c) Maintain all social media networks that represent FEARC,
d) Search out new opportunities and methods of increasing the FEARC's visibility,
e) Work with the FEARC Vice-President Events to encourage participation of the FEARC membership in FEARC activities.
f) Oversee the preparation of minutes of the meetings of the FEARC Executive Committee and general meetings of the FEARC.

5.5 The Vice-President Events shall:

a) Be responsible for the organization of social and cultural activities for members of FEARC,
b) Work with the FEARC Vice-President Communications to actively seek input on the programming interests of the members of FEARC,
c) Work with the FEARC Vice-President External to seek potential expansion or improvement of programming by way of partnerships with other groups.

5.6 The Vice-President External shall:

a) Be the representative of the FEARC at the Arts Undergraduate Society's Legislative Council meetings, as prescribed in the AUS Constitution,
b) Coordinate with other departmental-, faculty-, or university-level student societies to lobby for changes that advance the interest of FEARC members and to organize events of common interest,
c) Work with the FEARC Vice-President CEGEP Representative to establish and maintain relations with members of FEARC not living in McGill residences.

5.7 The Vice-President Finance shall:

a) Prepare and maintain the budget of the FEARC,
b) Keep proper records of the FEARC's financial dealings,
c) Be responsible for organizing fundraising efforts for the FEARC in conjunction with the FEARC Fundraising Committee, should one be appointed, as described in Article 9.2.
d) Ensure that all events and projects of the FEARC are financially viable.

5.8 The Vice-President International Students Representative shall:

a) Be the representative of international students in the membership of FEARC,
b) Be responsible for organizing academic and social events for international students in the membership of FEARC,
c) Liaise with other groups on campus that represent international students to advocate for issues that international students face in their first-year in the Faculty of Arts at McGill University.
d) Work with the AUS Executive to determine how the AUS can better serve the needs of first-year international students within the Arts Undergraduate Society.

Article 6: Meetings of the Executive Committee

6.1 Quorum for a meeting of the Executive Committee shall be at least five members of the FEARC Executive Committee.

6.2 The Vice-President Internal of the AUS will be present at meetings of the FEARC Executive Committee to act as:
a) A liaison between the AUS and the FEARC.
b) Support and guidance for the Council.

6.3 All meetings of the FEARC Executive Committee shall be open to all FEARC members, with the exception stated in Article 6.4.

6.4 The FEARC Executive Committee may, when deemed necessary, conduct closed meetings, with a vote of two-thirds of present members of the Executive Committee in favor of such a vote.

Article 7: General Meetings of FEARC

7.1 The FEARC Executive Committee may hold general meetings for members of FEARC.

7.2 At least three (3) days public notice must be given for a general meeting of FEARC.

Article 8: Appointments

8.1 All members of the FEARC Executive Committee shall be appointed by the FEARC Appointment Committee,

8.2 All members of FEARC are eligible for appointment to the FEARC Executive Committee and FEARC Sub-Committees,

8.3 The FEARC Appointment Committee shall consist of:

a) Vice-President, Internal of the AUS,
b) A minimum of one other member of the Executive Member of the AUS,
c) A minimum of one former member of the FEARC Executive Committee from the previous academic year.
    i. Should a former member of the FEARC Executive Committee not be available for interviews, a third Executive Member of the AUS may sit on the FEARC Appointment Committee.

8.4 The Appointment process shall be initiated by the Vice-President Internal of the AUS.

8.5 The Vice-President Internal of the AUS shall:

a) Prepare and distribute the FEARC Application Form.
b) Advertise the FEARC application and appointment process and clearly state the respective deadlines.
    i. The deadline for acceptance of FEARC applications must be in the month of September
c) Come to an agreement of the composition of the new FEARC Executive Committee within a week of the deadline for FEARC applications.

Article 9: Sub-Committees of FEARC

9.1 The FEARC Appointment Committee, as explained in Article 8, and the FEARC Executive Committee may establish sub-committees to assist the FEARC Executive in fulfilling its mission, as described in Article 2.

9.2 Sub-Committees of FEARC may include but are not limited to:

a) First-Year Handbook Committee
b) Publicity Committee
c) Fundraising Committee

d) First-Year Caucus of Academic Councillors

9.3 All members of FEARC are eligible for appointment to FEARC Sub-Committees.

Article 10: Removal from Office

10.1 Any member of the FEARC Executive Committee may be dismissed from their functions for impropriety, violation of this Constitution and its by-laws, delinquency of duties, or misappropriation of funds,

10.2 A motion to remove a member of the FEARC Executive Committee must be presented in writing to the Vice-President Internal of the AUS and the President of the AUS and signed by at least three members of the executive.

10.3 Quorum to pass a motion for the removal of a member of the FEARC Executive Committee must be two-thirds of the executive,

10.4 Passage of a motion for the removal of an executive shall require a two-thirds majority vote of present FEARC Executive Committee members.

Article 11: Succession and Replacement

11.1 Should the office of an Executive Committee position become vacant due to resignation, removal, a replacement shall be nominated by a member of the executive and ratified by a two-thirds majority of the council.

a) The nominee must be eligible for the vacant position as prescribed by Article 8.2.

11.2 No member of the FEARC may concurrently hold two Executive positions.

Article 12: The Superseding Clause

12.1 This Constitution repeals and supersedes all previous FEARC constitutions.

Article 13: Amendments

13.1 Amendments may be proposed piecemeal by individual members of the FEARC Executive Committee or the Executive Committee of the AUS.

13.2 All amendments must be approved by a simple majority vote of AUS Legislative Council.

Article 14: Review

14.1 This Constitution shall be read by all members of the FEARC Executive Committee before the first Executive Committee meeting of every school year.

Article 15: Citation

15.1 The Constitution may be cited as the "FEARC By-Laws."

AUS Environmental Council (AUSec) By-Laws

Revision History:

November 2012
April 2013

BACKGROUND

These bylaws serve as the terms of reference for the AUS Environmental Council.

Article I – Establishment

1.1 The Council shall be named the Arts Undergraduate Society Environment Council, hereinafter the AUSEC

Article II – Membership

2.1 The Environment Council shall consist of the following three commissioners, hereafter "AUSEC Commissioners":
- 2.1.1 Sustainability Commissioner
- 2.1.2 Internal Commissioner
- 2.1.3 External Commissioner

2.2 The AUSEC Commissioners may issue callouts for additional members-at-large to assist them in fulfilling their mandates.

Article III – Mandate

3.1 The AUS Environment Council exists to:
- 3.1.1 Incorporate the principles of sustainability- ecological integrity, economic prosperity and social equity- into all endeavors of the Arts Undergraduate Society.
- 3.1.2 Collaborate with AUS executives, council members, departmental associations and committees to ensure that all AUS endeavors are planned and executed in a manner that is environmentally, economically and socially sustainable.
- 3.1.3 Raise awareness of sustainability among members of the AUS.

Article IV – Powers and Duties of the AUSEC Commissioners

4.1.1 The Sustainability Commissioner shall:
- 4.1.1.1 Coordinate initiatives to improve the sustainability of AUS events, services, and operations, including but not limited to Frosh;
- 4.1.1.2 Facilitate, in concert with the other AUSEC Commissioners, awareness campaigns to assist AUS members with sustainable living and reducing individual impact.

4.1.2 The Internal Commissioner shall:
- 4.1.2.1 Serve as a resource person for and liaise with internal groups of the AUS, including but not limited to departmental associations, committees, publications, and affiliates of the Fine Arts Council, in planning sustainable events and initiatives;
- 4.1.2.2 Sit on AUS Legislative Council as a voting member, with a mandate to vote on resolutions based on their degree of environmental, economical, and social sustainability.
- 4.1.2.3 Work to amend the AUS Bylaws and Constitution during the 2013-2014 year such that the Internal Commissioner position becomes elected by all AUS members.

4.1.3 The External Commissioner shall:

4.1.3.1 Represent AUSEC and act as the liaison to external environmental groups both on- and off-campus;

4.1.3.2 Communicate to the AUSEC any external issues that may affect the council, its members, or projects;

4.1.3.3 Act to ensure that no AUSEC projects or initiatives overlap with the endeavors of other groups.

Article V – Meetings of Council

5.1 AUSEC meetings will be at a minimum biweekly and must be attended by all AUSEC Commissioners.

5.2 If an executive member misses two meetings per semester without a valid reason, they will be up for review.

Article VI – Succession and Replacement

6.1 The successors to the AUSEC Commissioners for the following academic year shall be selected by the presiding Commissioners who are not re-applying and the AUS VP Internal for the current and following academic year.

6.2 In the event of a vacancy in the position of any of the AUSEC Commissioners, the remaining AUSEC Commissioners and the AUS VP Internal shall conduct an application and interview process for the vacant position.

Article VII – Amendments

7.1 Amendments may be proposed piecemeal by individual members of the AUSEC.

7.2 All amendments must be approved by AUS Legislative Council as per the Constitution of the AUS.

Equity Policy By-Laws

Revision History:

March 20, 2013 (Ratification)
October 16, 2013
February 12, 2014
March 26, 2014

BACKGROUND

These bylaws serve as the terms of reference for the AUS's Equity Committee and provide a framework for handling equity complaints.

AUS Equity Policy Bylaws

For the Background to the Policy, please see Appendix A.

For the definitions used in developing the Policy, please see Appendix B.

For a flowchart of Complaint, Mediation, and Investigation procedures, please see Appendix C.

Article 1: Policy Statement

1.1 The AUS has a responsibility as representative service provider to undergraduate students enrolled in the Faculty of Arts, a diverse membership, to conduct itself by the highest standards of respect, fairness, integrity, safety, and equitable treatment for all persons.

1.2 Respect requires full consideration of human beings and upholding a high commitment to human dignity. By adopting this policy, the AUS strives to create a community that exceeds social standards of equitable treatment, creating a safer space for all of our members where collegial debate and marginalized ideas and voices can flourish within a respectful atmosphere.

1.3 To support this responsibility as well as the AUS's commitment to representation and services, the AUS will promote a functionally anti-oppressive environment. We acknowledge that a functionally anti-oppressive environment is achieved through:

- 1.3.1 Recognition that systematic processes and cultural biases disadvantage certain groups of people;
- 1.3.2 Proactive steps to challenge and acknowledge the current and historical processes and biases that affect the safety and wellbeing of these disadvantaged groups;
- 1.3.3 Acknowledgment that certain groups of socially privileged people knowingly or unconsciously benefit from this process and do not have the same experience of disrespect and exclusion as those in disadvantaged groups;
- 1.3.4 Proactive steps to challenge the actions, attitudes, and assumptions that result from social privilege.

1.4 The AUS understands that historically and culturally disadvantaged groups and persons are subject to systematic marginalization and oppression, based on ascribed or asserted characteristics related to personal aspects including, but not limited to, gender identity, age, race, ethnic or national origin, religion, sexuality, sexual orientation, mental and/or physical abilities, language, size, or social class.

1.5 The AUS condemns harassment or discrimination of disadvantaged groups on the basis of, but not limited to, gender identity, age, race, ethnic or national origin, religion, sexuality, sexual orientation, mental and/or physical abilities, language, size, or social class. The AUS regards harassment or discrimination on the basis of these considerations as serious offences that undermine its constitutional commitment to respect. Condemnation of harassment or discrimination does not prevent any program or activity whose purpose is to improve the conditions of a specific disadvantaged individual or group.

Article 2: Scope

2.1 This Policy shall apply to:

2.1.1 Members of the Executive Committee, elected representatives, stipended and salaried staff members, departmental associations, and internal groups of the Arts Undergraduate Society of McGill University.

2.1.1.1 Internal groups of the AUS include AUS publications, AUS committees, affiliates of the Fine Arts Council, and groups affiliated with the AUS's departmental associations.

2.1.2 All activities and events hosted, funded, and promoted by the Society and AUS-affiliated departmental associations and internal groups.

2.1.2.1 The AUS shall ensure that all endeavours of external groups that receive AUS funding are in accordance with the AUS Equity Policy.

2.1.3 Written or graphic material, which is published, distributed, endorsed or funded by the Arts Undergraduate Society, an AUS departmental association, or an AUS-affiliated internal group.

2.1.4 Activities, events, and promotions held in the spaces that the AUS manages, including but not limited to, Arts Lounge (Leacock B-12); AUS SNAX; and the AUS tables in the Leacock Lobby.

2.2 Neither this Policy in general, nor its definitions in particular, are to be applied in such a way as to detract from the right of members to engage in open discussion of potentially controversial matters. No individual student or student group should have the effect of limiting dialogue on legitimate topics provided that such discussion is conducted in a respectful, non-coercive, collegial manner that conforms to the Policy on discrimination and harassment set out in Section 1 of this Policy.

2.3 If the Equity Complaint involves physical or sexual assault, both of which are criminal offences, or if the subject matter of an Equity Complaint involves persons or bodies outside the jurisdiction of the AUS, including, but not limited to, McGill Administrative units, faculty members, courses offered by the University, libraries, the Students' Society of McGill University (SSMU), and Student Services, this Policy and the procedures therein are not the appropriate venue for resolution. For issues of harassment and discrimination, the Claimant may also be referred to the Quebec Human Rights Commission. The Equity Officers may serve as a resource in referring the Claimant to the appropriate channels.

Article 3: Mandate and Composition of the AUS Equity Committee

3.1 This policy shall establish an AUS Equity Committee, which shall be a Standing Committee of AUS Council, as per Article 10.3 of the AUS Constitution.

3.2 The membership of the AUS Equity Committee shall consist of the following individuals:

3.2.1 Two (2) Equity Commissioners

3.2.1.1 The Equity Commissioners shall be chosen through an application and interview process conducted at the end of the Winter semester. The interviewing committee shall consist of the outgoing and incoming AUS VP Internals and the Equity Commissioners from the previous year.

3.2.1.2 The Equity Commissioners shall serve as Equity Officers.

3.2.2 A minimum of two (2) Members-at-large

3.2.2.1 The Members-at-large shall be chosen through an application and interview process conducted at the beginning of the Fall semester. The interviewing committee shall consist of the AUS VP Internal and the Equity Commissioners.

3.2.2.2 The number of members-at-large shall be determined at the discretion of the interviewing committee, as defined in Article 3.2.3.1.

3.2.2.3 A minimum of two (2) Members-at-large shall serve as Equity Officers.

3.2.3 The AUS VP Internal

3.2.3.1 The AUS VP Internal shall oversee the operation and functions of AUS Equity Committee.

3.2.3.2 The AUS VP Internal shall not serve as an Equity Officer.

3.3 AUS Council must approve all Equity Officers by a majority vote.

3.4 The Mandate of the AUS Equity Committee shall be:

3.4.1 To foster a culture of equity within the Arts Undergraduate Society.

3.4.2 To serve as the mediating body for all Equity Complaints that fall under the Scope as outlined in Section 2 of these bylaws.

3.4.3 To promote engagement with the principles associated with equity among AUS members.

3.4.4 To promote safer spaces within all components that fall under the Scope as outlined in Section 2 of these bylaws.

3.4.4.1 This shall include, but not be limited to:

3.4.4.1.1 Equity Officers attending AUS-affiliated events, including student orientation activities, at the discretion of the Equity Committee at no expense to the Officers.

3.4.4.1.1.1 In the event of one or more Equity Officers is attending an AUS-affiliated event in their capacity as Equity Officers, a report shall be prepared and presented to Council during Equity Committee reports within the month.

3.4.4.1.2 Liaising with the Vice-President Social in the hiring process of one student coordinator for orientation activities for the purposes of ensuring adherence to the Equity Policy during said activities.

3.4.5 To host social and educational events centered around the principles of equity.

3.4.6 To serve as a resource for internal groups and individual members of the Arts Undergraduate Society on how they can promote the principles of equity within their associations and activities..

3.4.7 To give equity training to the AUS executives before the end of September, with training and timing up to the discretion of the AUS Equity Committee.

Article 4: Accountability

4.1 All elected executives, hired staff, and the members of the Equity Committee (as defined in Article 3 of these bylaws) are accountable for upholding this Policy. According to Article 6.1(b) of the AUS Constitution, AUS Legislative Council is "...empowered to make all decisions and take action on behalf of the AUS in accordance with and subject to the constraints imposed by the General Assembly," and thus is accountable for all aspects of the organization. To this end, AUS Council's direction, policies, vision and planning must adhere to and integrate the principles of equity as outlined in Section 1 of this Policy. The Council is responsible for ensuring that all AUS Executives and Standing Committees integrate, demonstrate, and communicate this commitment in their annual work plans.

4.1.1 In order to ensure accountability, AUS executives must be trained by the Equity Commissioners before the end of September.

Article 5: Handling Equity Complaints Submissions

5.1 All Complaints shall be submitted in writing, in either English or in French, to an Equity Officer, as defined in Article 3.2 of this Policy, or in the case that the Complaint is against an Equity Officer, to the Speaker of AUS Council.

5.2 The following guidelines shall be followed concerning the handling of Equity Complaints:

5.2.1 The Equity Officers must outline in writing to the Claimant the options they have to seek to resolution to the incident.

5.2.2 The Equity Officers must outline in writing to all implicated parties the Scope and the limits of the Policy.

5.2.3 Any individual who does not wish to participate in the resolution process is not obligated to. However, this does not prevent the ratification of recommended remedies by Council that could affect such an individual, such as dismissal from a position within the AUS.

5.2.4 Complaints must be filed within the same academic year in which the incident occurs, with one exception noted in 5.2.4.1.

5.2.4.1 Should the incident occur during the Summer semester, the Complaint must be filed by September 30 at the latest.

5.2.4.2 While Claimants must follow the time procedures stipulated in 5.2.4, they shall have the right to cite evidence that occurred outside of this timeframe.

5.2.5 Throughout this process, the Claimant and the Respondent have the right to be accompanied at any and all times by a support person, who may take notes and give advice to the party they are supporting. Any interviewing or questioning may also be temporarily stopped to allow a support person and their party to discuss an issue or question privately. The support person may not be a supervisor of either the Claimant or the Respondent.

5.2.6 Regardless of any prior or ongoing measures the Claimant takes to resolve the conflict outside of the framework outlined in Article 5, all Claimants shall have the right to seek Mediation or an Investigation in concert with the Equity Officers.

5.2.6.1 The informal resolution process shall be Mediation (Article 6).

5.2.6.2 The formal resolution process shall be an Investigation (Article 7).

Article 6: Informal Resolution of Concerns and/or Complaints: Mediation

6.1 If an Equity Officer or a qualified person from outside the organization (subject to the approval of the Equity Officers) agrees to act as a mediator, that person will begin to help the parties settle the Complaint within 10 working days of the Complaint's submission and complete the Mediation within 20 working days, unless an extension is needed. The mediator should not be involved in investigating the Complaint, and should not be asked to represent AUS at any stage of any proceedings related to the Complaint. The Mediation will take place in a private space.

6.2 Either party has the right to refuse Mediation, without reprisal.

6.3 If either implicated party feels as though the informal resolution process has not produced a resolution, then a formal Investigation shall be initiated.

Article 7: Formal Resolution Process: Investigation

7.1 The Claimant shall make a written record of the incident, including dates, times, locations and a detailed account of the incident. The Claimant will forward the written record of the incident as follows:

7.1.1 To the Equity Officers, unless it is a Complaint against one or more of the Equity Officers, the Executive, or a Council Member.

7.1.1.1 For such a Complaint, the Equity Officers shall begin an Investigation and respond to the Complaint within 10 working days and complete the process within 20 working days, unless an extension is needed.

7.1.2 To the Speaker of AUS Council, if it is a Complaint against one or more of the Equity Officers, the Executive, or a Council Member.

7.1.2.1 For such a Complaint, the Speaker of AUS Council will forward the written record of the incident to the Equity Officers who are not implicated in the Complaint.

7.1.2.2 The Equity Officers who are not implicated in the Complaint shall begin an Investigation and respond to the Complaint within 10 working days and complete the process within 20 working days, unless an extension is needed.

7.2 The Respondent will be made aware of the allegations made against them and has the right to respond to the Complaint in writing to the Equity Officers.

7.3 The Equity Officers will investigate the Complaint thoroughly. They will interview the Claimant, the Respondent, and any witnesses who agree to participate in the Investigation.

7.3.1 A detailed record shall be kept of interview minutes and sent to both the interview subject and the investigators for confirmation of accuracy.

7.3.2 Once an Investigation begins, all parties will be informed that they must not speak with anyone, even those also involved in the incident addressed in the Complaint. To preserve the integrity of the Investigation process, everyone involved is required to cooperate with the Investigation and maintain the confidential nature of the Complaint.

7.3.3 All parties involved in the Investigation process must sign a confidentiality agreement.

7.4 Before a final report is given, the Equity Officers will give copies of a draft report to the Claimant and Respondent, so they can comment on the accuracy and completeness of the facts. The draft report shall not be shared with anyone other than the support persons, if any are involved. Within a week of completing the Investigation, the Equity Officers will submit the final report to the AUS VP Internal for addition to the Equity Log. The Claimant and Respondent will also be provided with a copy of the final report.

7.5 Should an Equity Policy violation be found, depending on the nature and severity of the incident(s), the remedies for Policy violation may include, but are not limited to:

7.5.1 letter(s) of apology;

7.5.2 suspension or dismissal of the Respondent from their position within the AUS and its affiliated internal groups;

7.5.3 suspension of financial support by the AUS for internal groups that violate this Policy.

7.6 AUS Council will be provided with a summary of every substantiated Complaint after the Equity Officers make a recommendation. AUS Council will decide what action to take in light of recommendations of the investigating Equity Officers.

7.6.1 Recommendations for resolution made by the Equity Officers shall be considered binding unless two-thirds of AUS Council vote against them.

7.6.2 If the recommendations of the Equity Officers are overturned by AUS Council, AUS Council must provide a detailed explanation of their decision.

7.7 Within 10 working days of delivery of the report, the Claimant and the Respondent will be informed in writing of any decision taken.

Article 8: Appeals Process

8.1 Based on Article 18.4 of the AUS Constitution, if either the Claimant or Respondent believes that a procedural error occurred during the Investigation, they have the right to appeal to the Judicial Board of the Students' Society of McGill University.

Article 9: Unsubstantiated Complaints, Bad Faith, and Retaliation

9.1 If the Equity Officers deem that there is not enough evidence to support an allegation of the incident(s), they cannot recommend any remedies.

9.2 In the event that the Complaint was made in bad faith, that is, made deliberately and filed maliciously knowing it had absolutely no basis, the Claimant will be subject to the same possible remedies as outlined in Article 7.5. The person unjustly accused of an Equity Policy violation will be given the benefit of any necessary remedies, including but not limited to a public statement from the Equity Officers, should the unjustly accused individual desire such a remedy.

9.3 Anyone who retaliates in any way against a person who has been involved in an Equity Complaint will be subject to the same possible remedies outlined in Article 7.5 at the discretion of the Ombudsperson of the AUS.

Article 10: Confidentiality

10.1 Confidentiality must be respected at all times during the resolutions processes, either Mediation or Investigation. Trust in confidentiality also encourages individuals to come forward with their Complaint. However, those implicated in a Complaint have the right to be given enough information so that they are able to respond and defend their interests.

10.2 Confidentiality is different from anonymity. An individual Claimant who seeks informal or formal resolution must be prepared to be identified to the Respondent.

10.3 Everyone involved in a Complaint will be asked to sign a confidentiality agreement that outlines their responsibility to ensure confidentiality in all their verbal, written and taped communication, formal and informal, to respect the right to fair process for the Claimant and Respondent.

10.4 Any electronic documents shared between the Equity Officers, Claimant and Respondent will be password-protected.

10.5 Personal information connected to a Complaint will only be shared in connection with those responsible for administering this Policy, investigating and processing the Complaint, determining appropriate remedies or sanctions, or for a consistent and related purpose.

10.6 When the resolution is discussed in AUS Council, as per Article 7.7, a confidential session will be declared, and all names and identifying features of the Claimant and Respondent will be removed from the report.

Article 11: Conflicts of Interest

11.1 Upon receiving an Equity Complaint, Equity Officers must declare a conflict of interest should there be one.

11.2 Any Equity Officer who declares a conflict of interest regarding an Equity Complaint must abstain from all stages of conflict resolution, including formal and informal resolution.

11.3 Failure of an Equity Officer to declare a conflict of interest regarding an Equity Complaint will result in review or suspension from the Equity Committee, at the discretion of the other members of the Equity Committee based on the seriousness of the violation.

Article 12: Documentation – Equity Log

12.1 Any formal or informal recommendation and/or action shall be documented in writing and provided to the Claimant and to the Respondent.

12.2 The Equity Log will be a Confidential Document that is password-protected on the AUS computer system, to be maintained by the AUS VP Internal.

12.3 The VP Internal and the Equity Committee shall be the only individuals who may access the Equity Log.

Article 13: Limitations

13.1 Nothing in this Policy precludes either party from exercising any recourse available external of the AUS.

APPENDIX A: BACKGROUND OF AUS EQUITY

This policy has been drafted to enshrine and to solidify the AUS's commitments to equity in a comprehensive manner, in accordance with the AUS Constitution. The mission of the AUS according to the AUS Constitution is as follows:

> 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.

Upholding principles of equity will increase the AUS's representational capabilities and ensure accessibility of all its events and services. The first explicit reference to equity in an AUS document is in the constitution of AUS Environment Council (AUSec) Bylaws. The standing committee of AUS Council is mandated to "Incorporate the principles of sustainability, ecological integrity, economic prosperity and social equity-into all endeavors of the Arts Undergraduate Society."

In April 2012, a referendum question amended the Constitution of the AUS to include the principles of equity and respect in its mandate:

> Article 26 - Definition
>
> 26.1 The events, activities, and spaces operated by the AUS – may include but are not limited to the AUS Lounge, Ferrier Building Computer Labs, Arts Orientation Week and Arts Frosh, Bar des Arts, Nuit Blanche, AUS General Assemblies, and Arts Graduation Ball - shall be constituted herein as 'AUS services'.
>
> Article 27 – Respect
>
> 27.1 AUS services shall operate with the concept of 'Safe Space', prohibiting the use of racist, sexist, and other oppressive signage.
>
> 27.1.1 It shall be left to the discretion of the AUS Executive and AUS Executive Assistant to determine what constitutes oppressive signage.
>
> 27.2 AUS services shall be venues for respectful dialogue and oppose intimidating solicitation and violence.
>
> 27.3 In the event of an equity complaint with regards to an AUS service, the complaint shall be addressed by the Ombudsperson of the AUS and a Report may be commissioned by the AUS Council to rectify the complaints.

Though these amendments improve the AUS's ability to represent AUS members and to deliver accessible services, equity is left undefined. Furthermore, they remain focused on signage without discussing the role of groups internal to the AUS, including departmental associations and committees. Also, they leave equity considerations in the hands of one individual: the Ombudsperson of the AUS.

To address the above concerns with Article 26 and 27 of the constitution, and in order to provide a thorough definition for equity, the following resolution was adopted at the meeting of the AUS Council, October 17, 2012:

Resolution to Support the Creation of an AUS Equity Policy and an Ad Hoc Equity Policy Committee

Whereas, the AUS has a commitment to social sustainability.

Whereas, social equity falls under the umbrella of social sustainability,

Whereas, the AUS currently does not have an equity policy,

Whereas, an equity policy shall be an important framework expounding the AUS's commitment to equity, inclusion, and non-discrimination, and explaining how any complaints concerning issues of equity shall be handled,

Whereas, a resolution passed by AUS Council supporting the creation of an equity policy provides the affirmation necessary for undertaking such a task.

Resolved, that AUS Legislative Council supports the creation of an AUS Equity Policy.

Resolved, that an Ad Hoc Equity Policy Committee be created as part of the social sustainability mandate of the AUS

Resolved, that an Ad Hoc Equity Policy Committee will explore the process of hiring practices as it relates to equity in the AUS

Resolved, that the Ad Hoc Equity Policy Committee's membership include the AUS VP Internal, two (2) AUS Councillors to be selected by the AUS VP Internal, and two members-at-large to be selected through an application process conducted by the AUS VP Internal.

Resolved, that the Ad Hoc Equity Policy Committee hold a consultation process that is open to all AUS members.

Resolved, that the Ad Hoc Equity Policy Committee be charged with the writing of the AUS Equity Policy for discussion and possible adoption at the November 28 or January 16 AUS Legislative Council.

Resolved, that the Ad Hoc Equity Policy Committee shall satisfy the AUS Councillors' committee participation requirement.

The passage of this resolution demonstrated the affirmation necessary to move forward with the creation of the Policy. After the passage of the resolution, the Ad Hoc Equity Policy Committee was formed, comprising the AUS VP Internal, Justin Fletcher; two councillors, Claire Stewart-Kanigan (Arts Representative to SSMU) and Thy Anne Chu Quang (AGELF); and two members-at-large, Claire Michela and Gabrielle Jacobs. The SSMU Equity Commissioner Justin Koh served as an advisory member to the Committee. An Equity Open Forum event was held on Tuesday, November 13, 2012, and a survey was released to the AUS membership the same week to ensure that the creation of the Policy was a consultative and transparent process.

The Committee discussed the following questions and considerations while drafting the policy:

- What role should the newly formed Equity Committee play within the AUS, and how can the Equity Committee take more proactive rather than reactive measures concerning equity?
- Within the AUS governing infrastructure, how can we guarantee confidentiality and protection from conflicts of interests to ensure that resolutions are fair to the Claimant and Respondent?
- How can the SSMU's resolutions processes, including mediation, investigation and appeals of Equity Complaints, be adapted to the governing structures of the AUS?

The following AUS Policy is the culmination of the work of the Ad Hoc Equity Policy Committee throughout the Fall 2012 and Winter 2013 terms. The Policy is based off the SSMU Equity Policy, which can be found on the SSMU Website. The policy was discussed and ratified at AUS Council on March 20. The AUS hopes this Policy will effect lasting change on AUS members beyond their experience at McGill.

APPENDIX B: DEFINITIONS USED IN DEVELOPING THE POLICY

Equity: in the context of this Policy, Equity refers to the respect of and equality of opportunity for all members of the Association.

Diversity: the existence of differences among members of a community based on gender identity, age, race, ethnic or national origin, religion, sexuality, sexual orientation, mental and/or physical abilities, language, size, or social class.

Oppression: the exercise of power by a group of people over another group of people with specific consideration of cultural, historical, and living legacies.

Privilege: an exclusive benefit, right, advantage, or immunity maintained by a group of persons to the disadvantage of others.

Marginalization: the relegation of certain persons and social groups to positions of lesser agency, power, and participation within society.

Disadvantage: a circumstance or a situation that puts an individual or a group of people in an inferior or less favorable position compared to others, resulting in compromised access to resources or opportunities.

Discrimination: the differential treatment of an individual or group, typically to their disadvantage, whether it is prejudiced or unprejudiced.

Harassment: any behaviour, act, comment, or display that demeans, belittles, and/or causes personal, psychological, or social harm to an individual or group, including an act or acts of intimidation or threat.

Complaint: a formal written declaration of a violation of the Equity Policy to the AUS Equity Officers.

Incident: the instance of alleged violation of the AUS Equity Policy by the Respondent addressed in the Complaint.

Claimant: the person or group who has experienced the alleged incident(s).

Respondent: the party against whom a Complaint is brought.

Support person: a person whom the Claimant or the Respondent selects to assist them throughout the Resolution process. The support person's role is not to present or respond on behalf of either the Respondent or Claimant; rather, they may take notes and give advice to the party they are supporting.

Mediation: the initiation of a proactive dialogue between all parties concerned in an equity

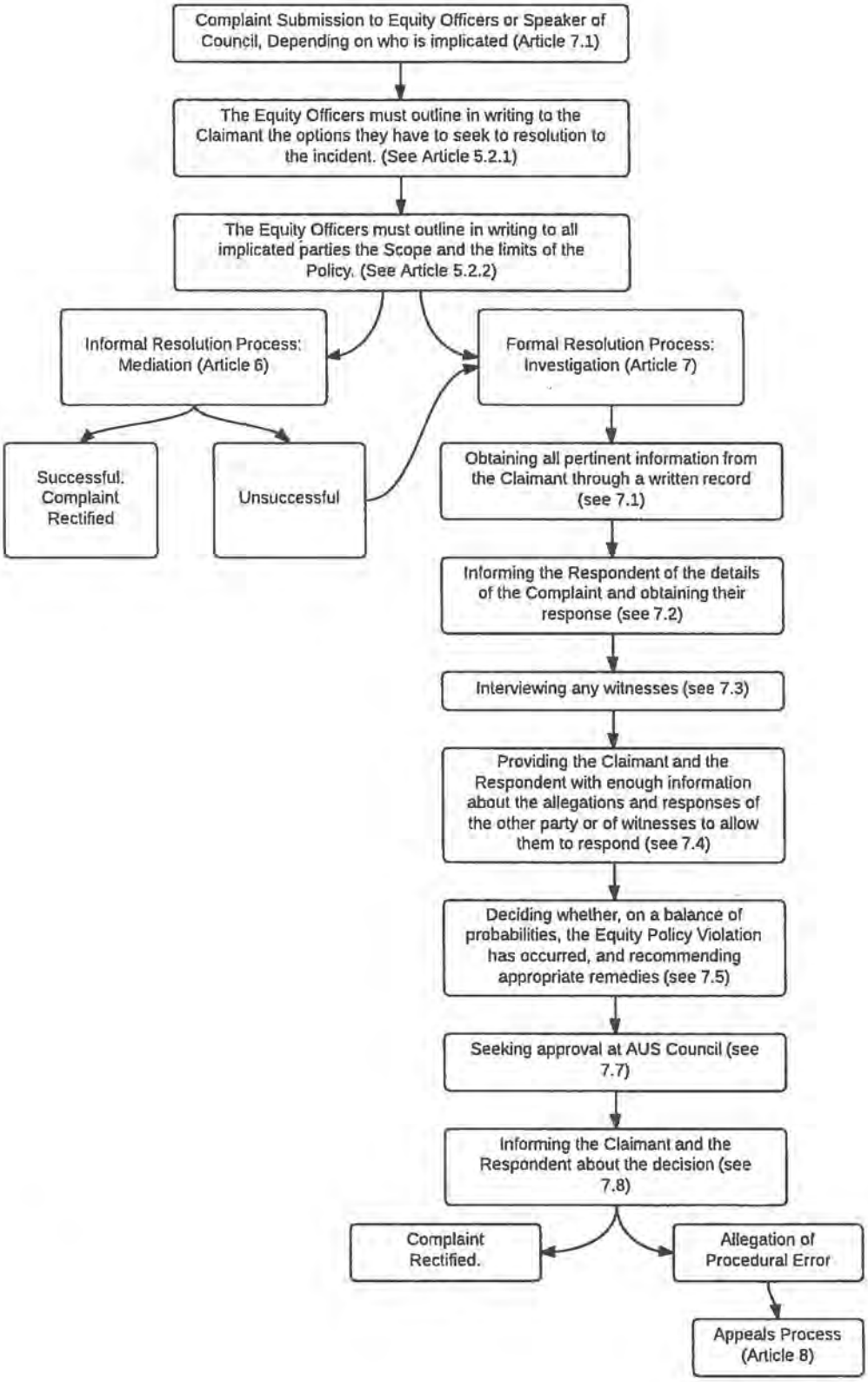
issue, to be facilitated by at least one of the Equity Officers.

Private space: a mutually agreed upon location where Mediation can take place that allows for the respect of confidentiality.

Investigation: a formal Resolution process involving research and collection of supporting evidence to make recommendations on how to handle a Complaint.

Conflict of interest: a situation in which a person's interests may affect their ability to make a fair decision, such as the presence of pre-existing social relationships or the possibility of advancement.

APPENDIX C: FLOWCHART OF COMPLAINT, MEDIATION, AND INVESTIGATION PROCEDURES



Arts Computer Lab Fund Bylaws

Revision History:

November 27, 2013 (ratification)

BACKGROUND

These bylaws serve as the terms of reference for the Arts Computer Lab Fund Committee and govern the distribution of the Arts Computer Lab Fund.

Every student registered in an Undergraduate Arts program and registered for nine (9) credits or more shall contribute $9.80 per semester to the Fund. Every student registered in an Undergraduate Arts program and registered for less than nine (9) credits shall contribute $4.90 per semester to the Fund. Every student registered in a Bachelor of Arts and Science program will contribute one-half of the above amounts, depending on full-time or part-time status. The fee funds a wide network of computing facilities that supports the use of instructional computers in the Faculty of Arts. The fee allows for the purchase and replacement of new computing facilities and equipment on an ongoing basis.

Students may choose to opt out of contributing towards the Fund provided they do so through the online opt-out process at the beginning of each semester. Students who choose to opt out will have their card access to the Ferrier Building and the 3rd floor Ferrier Computer Lab after normal building hours removed.

This fee was originally part of the Arts Improvement Fund. The Arts Improvement Fund was split into two funds as of the Winter 2010 term following a referendum held by the Arts Undergraduate Society (AUS) in the Fall 2009. Its renewal period coincides with that of the Arts Improvement Fund.

ARTICLE 1: DEFINITIONS AND GENERAL DESCRIPTION

1.1 "AUS" shall refer to the Arts Undergraduate Society of McGill University, an accredited student association representing all undergraduate students enrolled in a Bachelor of Arts or a Bachelor of Arts & Science program at McGill University.

1.2 "Arts Computer Lab Fund" is a fund composed of fees paid by contributing members of the AUS, which purpose is to fund the purchase and replacement of new computing facilities and equipment on an ongoing basis.

1.3 "The Arts Computer Lab Fund Committee" ("ACLFC") is a committee of the Arts Undergraduate Society of McGill University ("AUS") in conjunction with the Faculty of Arts that administers the Arts Computer Lab Fund.

1.4 "Faculty of Arts Computer Lab Supervisor" is the manager of the Faculty of Arts Computer Labs.

1.5 These by-laws govern both the Arts Computer Lab Fund and the Arts Computer Lab Fund Committee.

ARTICLE 2: THE ARTS COMPUTER LAB FUND

2.1 The purpose of the Arts Computer Lab Fund is to fund the purchase and replacement of new computing facilities and equipment on an ongoing basis.

2.2 The Arts Computer Lab Fund may be used to:

- 2.2.1 Purchase computing facilities and equipment for the Faculty of Arts Computer Labs;
- 2.2.2 Purchase furniture for the Faculty of Arts Computer Labs;
- 2.2.3 Finance a laptop rental program;
- 2.2.4 Purchase software and applications;
- 2.2.5 Support the employment of students in the Faculty of Arts Computer Labs;
- 2.2.6 Cover the personnel costs of the Faculty of Arts Computer Labs, to a maximum of $35,000 per year;
- 2.2.7 Finance other projects that improve the Faculty of Arts Computer Labs, in accordance with these by-laws, at the discretion of the ACLFC.

ARTICLE 3: THE ARTS COMPUTER LAB FUND COMMITTEE (ACLFC)

3.1 Membership of the Arts Computer Lab Fund Committee (ACLFC) shall consist of the following voting members:

- 3.1.1 The President of the AUS, who shall be the chairperson of the ACLFC;
- 3.1.2 The Vice-President Finance of the AUS;
- 3.1.3 Two student members-at-large;

3.1.4 The Dean of the Faculty of Arts, or their delegate;
3.1.5 The Associate Dean (Academic Administration and Oversight) of the Faculty of Arts, who is the "Fund Manager" of the Arts Computer Lab Fund, or their delegate.

3.2 The Faculty of Arts Computer Lab Supervisor shall serve as a non-voting, advisory member of the ACLFC.

3.3 All student representatives identified in article 3.1 shall be members of the AUS.

3.4 As chairperson, the President of the AUS shall:
3.4.1 Set the agenda and chair meetings of the ACLFC;

3.4.2 Appoint all student representatives on the ACLFC, subject to the approval of AUS Legislative Council;
3.4.3 Be responsible for reporting the activities of the ACLFC to AUS Legislative Council.

3.5 Duties and responsibilities of the ACLFC shall include:
3.5.1 Ensuring the Arts Computer Lab Fund achieves its objectives as outlined in Article 2 of these by-laws;
3.5.2 Consulting with students about how the Faculty of Arts Computer Lab facilities can be improved;
3.5.3 Liaising with the Faculty of Arts Computer Lab Supervisor regarding improvements to Faculty of Arts Computer Lab facilities;
3.5.4 Reporting to AUS Legislative Council at least once per semester on the activities of the ACLFC, including a detailed list of expenditures.

3.6 The ACLFC shall meet at least once per semester.

3.7 Quorum to approve an expenditure shall be:
3.7.1 At least one of the Dean of Arts, the Associate Dean (Academic Administration and Oversight) of Arts, or their delegate.
3.7.2 At least three of the four student members.

3.8 Approval of expenditures from the ACLFC shall require approval of the Associate Dean (Academic Administration and Oversight) of the Faculty of Arts or their delegate and a majority of the remaining members of the committee, provided that quorum is met, as defined in Article 3.7 of these by-laws.

3.9 Expenditures approved by the ACLFC must be approved by a majority vote of AUS Legislative Council.

ARTICLE 4: CYCLICAL REVIEW OF THE FUND

4.1 The existence of the Arts Computer Lab Fund shall be put to referendum once every three (3) years, in accordance with the AUS Constitution.

4.2 Every third year, the President shall present a referendum question to renew the Arts Computer Lab Fund to AUS Legislative Council.

ARTICLE 5: TERMINATION OF THE FUND

5.1 The Arts Computer Lab Fund shall exist in perpetuity.

5.2 If the cyclical referendum of 4.1 is defeated, or if any spontaneous general referendum to the effect of terminating the Arts Computer Lab Fund is passed, then all remaining monies in the fund shall be allocated by the ACLFC in a manner consistent with these by-laws.

5.3 In the case of a referendum being passed to reinstate the Fund, then the ACLFC shall be reinstated.

ARTICLE 6: COMING INTO FORCE

6.1 These by-laws shall come into force upon ratification by AUS Legislative Council and shall supersede all previous versions of the Arts Computer Lab Fund by-laws.

ARTICLE 7: INTERPRETATION

7.1 These by-laws shall be interpreted in a manner consistent with the by-laws and Constitution of the AUS.

ARTICLE 8: AMENDMENTS

8.1 Amendments to these by-laws should first be discussed with the members of the ACLFC, notably the Associate Dean (Academic Administration and Oversight).

8.2 Amendments to these by-laws shall follow by-law amendment procedures as laid out in Article 23 of the AUS Constitution.

Arts Community Engagement Committee Bylaws

Revision History:

November 27, 2013 (ratification)

BACKGROUND

These bylaws serve as the terms of reference for the Arts Community Engagement (ACE) Committee.

Article I: Establishment

1.1 The Arts Community Engagement Committee, hereinafter referred to as the ACEC, is an entity of the Arts Undergraduate Society (AUS) and shall be governed by these by-laws.

Article II: Mission

2.1 The AUS Arts Community Engagement Committee (ACEC) exists to:

- 2.1.1 Strengthen relations among the AUS, campus and community organizations in the McGill and Montreal communities.
- 2.1.2 Disseminate information and act as a consultative body to external groups on behalf of the AUS, when necessary.
- 2.1.3 Plan events and provide services with the purpose of connecting AUS members to the wider McGill and Montreal communities.

Article III: Membership

3.1 The ACEC Executive Team shall consist of eight (8) executive members:

- 3.1.1 The two (2) Community Engagement Commissioners ("Co-Chairs");
- 3.1.2 One (1) Vice-President Internal;
- 3.1.3 One (1) Vice-President External;
- 3.1.4 One (1) Vice-President Communications;
- 3.1.5 Two (2) Communication Coordinators;
- 3.1.6 The Vice-President External of the AUS, who is also responsible for reporting to AUS Council;

3.2 The Co-Chairs shall together chair the meetings of the ACEC and shall be responsible for fulfilling the mission of the ACEC.

- 3.2.1 The Co-Chairs shall be approved by a majority vote of AUS Legislative Council.

3.3 The Vice-President Internal shall:

- 3.3.1 Be responsible for taking meeting minutes and distributing them to the ACEC afterwards
- 3.3.2 Be responsible all correspondence between the ACEC Executive Team and the ACEC members-at-large.

3.4 The Vice-President External shall:

- 3.4.1 Work with all groups external to both the AUS and McGill;
- 3.4.2 Be responsible for all sponsorship of the committee, in conjunction with the AUS Sponsorship Committee;
- 3.4.3 Be responsible for public image of the ACEC.

3.5 The Vice-President Communications shall, in conjunction with the Communication Coordinators:

- 3.5.1 Be responsible for the advertisement and promotion of all the ACEC's endeavours;
- 3.5.2 Be responsible for the outreach of the committee to AUS members;
- 3.5.3 Work with the Marketing Committee to promote the activities of the ACEC;

3.6 The AUS Vice-President External shall:

3.6.1 Act as an administrative liaison between the ACEC Executive Team and the AUS;

3.6.2 Attend ACEC meetings regularly and report the activities of the ACEC to AUS Legislative Council.

3.7 The ACEC Executive Team may recruit additional members-at-large to help achieve the mission of the ACEC, as stated in Article 2 of these by-laws.

Article IV: Powers and Duties of the ACEC

4.1 The ACEC shall recognize the supremacy of the AUS Constitution and by-laws and shall be bound by it.

4.2 The ACEC shall work to realize their mission as stated in Article 2 of these by-laws.

Article V: Meetings of the ACEC

5.1 ACEC meetings shall meet weekly and must be attended by the entirety of the ACEC Executive Team.

5.2 Quorum shall be two-thirds (2/3) of ACEC Executive Team.

5.3 The ACEC may invite representatives from external groups to sit in on meetings and give presentations.

Article VI: Appointment of the ACEC Executive Team

6.1 The ACEC Executive Team shall be appointed for the following year by the presiding AUS VP External, the AUS VP External-elect, and the presiding Community Engagement Commissioners, before the end of the Winter semester.

6.2 Any unfilled seats of the ACEC Executive Team shall be appointed for the following year by the presiding Community Engagement Commissioners and the AUS VP External in the following September.

6.3 Any member of the AUS is eligible to apply.

Article VII: Amendments

7.1 Amendments to these bylaws should first be discussed with the members of the Executive Team of the ACEC.

7.2 Amendments to these bylaws shall follow by-law amendment procedures as laid out in Article 23 of the AUS Constitution.

Francophone Commission By-Laws

Revision History:

February 19, 2014 (Ratification)

BACKGROUND

These bylaws serve as terms of reference for the Francophone Commission.

Francophone Commission By-Laws

Article I: Establishment

1.1 The Francophone Commission is an entity of the Arts Undergraduate Society (AUS) and shall be governed by these by-laws.

Article II: Mission

2.1 The Francophone Commission shall exist to:

- 2.1.1 Foster the community and presence of the Francophone student body of the Arts Undergraduate Society by planning cultural events and promoting bilingualism within the Society;
- 2.1.2 Strengthen links between the Francophone and non-Francophone students and to provide students with opportunities to engage with Francophone and Quebecois culture;
- 2.1.3 Advance bilingual services and policies within the AUS and the AUS's internal groups to further Francophone and bilingual interests.

Article III: Membership

3.1 The Francophone Commission shall operate under the portfolio of the Vice-President of Communications.

3.2 The Francophone shall consist of at least two (2) Francophone Commissioners.

- 3.2.1 The Francophone Commission shall be appointed in the winter semester of the previous year by the AUS VP Communications-elect and the current members of the Francophone Commission.
- 3.2.2 Any member of the AUS is eligible to apply.

3.3 General membership is open to any AUS member willing to contribute in any way to the Francophone Commission's mission.

Article IV: Powers and Duties

4.1 The Francophone Commission shall realize its mission as stated in Article II.

4.2 To fulfill the mission as stated in Article II, the Francophone Commission shall perform the following duties, including but not limited to:

- 4.2.1 Organizing the French Conversation Circles of the AUS;
- 4.2.2 Overseeing, analyzing, and writing policy and by-laws for the AUS and its internal groups;
- 4.2.3 Collaborating with other French language student and academic groups on campus.

Article V: Amendments

5.1 Amendments to these bylaws should first be discussed with the members of the Francophone Commission.

5.2 Amendments to these bylaws shall follow by-law amendment procedures as laid out in Article 23 of the AUS Constitution.

Ethical Business Practices Policy By-laws

Revision History:

March 26, 2014 (Ratification)

BACKGROUND

ARTICLE 1 — BACKGROUND AND PREAMBLE

On September 18th, 2013, the Arts Undergraduate Society (AUS) Legislative Council adopted a "Motion to Support the Creation of an AUS Ethical Purchasing Policy and an Ad Hoc Ethical Purchasing Policy Committee." This motion affirmed the AUS' support for the creation of an Ethical Purchasing Policy to bring the purchasing and business practices of the AUS into line with the commitment to environmental and social sustainability reflected in the bylaws of both the Arts Undergraduate Society Environmental Council (AUSec) and the Arts Undergraduate Society Equity Policy.

The purposes of this policy are to ensure that business practices undertaken by suppliers of the AUS and the departments within its jurisdiction are in compliance with accepted international ethics standards, local laws, and the ethical standards reflected in the aforementioned AUS bylaws. This policy aims to promote greater respect for workers' rights, improved working conditions, and environmental and social sustainability practices while simultaneously protecting the financial sustainability of the AUS and its associated departments and committees.

ARTICLE 2—SCOPE

This policy applies to all purchases made by the Arts Undergraduate Society and the committees and departments within its jurisdiction, including, but not limited to, frosh and departmental apparel, printed materials, athletics and gym wear, and event materials such as plates and cups. This policy does not apply to food purchases.

ARTICLE 3 —POLICY MANDATE

This policy seeks to encourage engagement with and support of businesses with superior social and environmental practices, and well-developed social responsibility initiatives. These standards also apply to subcontractors of said businesses. The following list details particular areas in which the Arts Undergraduate Society shall seek out and identify businesses with ethically superior practices.

Location

The Arts Undergraduate Society shall give priority to manufacturers and service providers who are locally based. After this, priority will be given to manufacturers and service providers based on physical proximity to reduce the environmental cost of additional transportation. The Arts Undergraduate Society shall attempt to purchase products directly from their original sources.

Material

The Arts Undergraduate Society shall purchase products which use biodegradable, post-consumer recycled, and/or recyclable materials when possible.

Pollution

The Arts Undergraduate Society shall give priority to manufacturers and service providers that actively pursue a goal of waste and toxic emission reduction with the ultimate aim of carbon neutrality, as demonstrated by, but not limited to: a commitment to the sustainable use of natural resources through reduction, reuse, and recycling, the use of alternative energy sources, and the implementation of sustainable practices such as composting.

Certification

The Arts Undergraduate Society shall seek products or firms carrying the EcoLogo or the ISO 14000 certification. The Arts Undergraduate Society shall seek products that are fair-trade certified by either Fairtrade International (FLO) or one if its international members, such as Fairtrade Canada.

Employee Empowerment, Equity and Diversity

The Arts Undergraduate Society shall seek to conduct business with companies which actively encourage equity and diversity in their workforce, are ranked highly for work satisfaction as shown by commonly available employer rankings, and provide services and benefits to employees beyond those considered to be the industry average. Excellent fulfilment of labour standards), is necessary for a business to be deemed "preferred," such as those included in the

Fair Labor Association (FLA) Workplace Code of Conduct (i.e. no child labour, forced labour, or restrictions on freedom of association and collective bargaining).

Community Involvement

The Arts Undergraduate Society shall seek to conduct business with companies who have been shown to engage in positive relationships with their community. Markers of positive community relationships include: the presence of a concrete community outreach program, including the delegation of a company representative to participate in community decision-making forums, and a demonstrated preference given to community-based non-corporate sources. Preference shall be given to cooperatives, social enterprises, student-run businesses, and other non-corporate business models when possible.

ARTICLE 4 — COMPLIANCE

4.1 The Ethical Business Practices Committee (see Article 6) shall create and maintain a list of suppliers, henceforth called the Supplier Ethics Database. Suppliers shall be grouped into three categories: "preferred", "neutral", and "prohibited." This list shall be distributed to all departmental association executives and committee members by the Vice-President Finance at the start of each semester, and emailed to all departmental association executives and committee members every time it is updated.

4.1.1 Placement on the "preferred" list shall be based on meeting and exceeding the standards outlined in Article 3 as determined by the Ethical Business Practices Committee.

4.1.2 Placement on the "neutral" list shall be based on meeting the standards outlined in Article 3 as determined by the Ethical Business Practices Committee.

4.1.3 Placement on the "prohibited" list shall be based on failure to meet the standards outlined in Article 3 as determined by the Ethical Business Practices Committee. The Arts Undergraduate Society shall not conduct business with any companies included on the "prohibited" list.

4.2 Any McGill student or interested third parties shall be able to confidentially report and concerns regarding failure to observe the Policy—for instance, AUS-funded parties conducting business with "prohibited" suppliers or suppliers that ought to listed as "prohibited"—to the Ethical Business Practices Committee (see Article 6.4).

4.3 The Vice-President Finance shall notify a significant supplier who is listed under "prohibited" in the Supplier Ethics Database of their placement on this list. Notice shall be given of the rationale of their placement on said list, and of the AUS' intention to terminate relations indefinitely, or until evidence of a change in supplier business practices is provided or discovered.

4.4 The Vice-President Finance shall maintain the Supplier Ethics Database during inactive Ethical Business Practices Committee periods, namely between the months of April and September.

ARTICLE 5—ENFORCEMENT and INCENTIVE

5.1 The Vice-President Finance shall be tasked with referencing the Supplier Ethics Database during the processing of cheque requisitions from AUS-funded parties.

5.2 The AUS shall subsidize the difference in cost between a prohibited supplier and neutral or preferred supplier, and between a neutral and preferred supplier.

5.2.1 Any department or committee of the AUS is eligible for a subsidy.

5.2.2 The amount to be subsidized shall be determined by comparing an invoice from a prohibited or neutral supplier to that of a neutral or preferred supplier respectively provided by the department or committee to the Vice-President Finance.

5.3 Any department or committee which makes a purchase from a "prohibited" supplier shall have the cost difference between the supplier chosen and a "neutral" supplier deducted from their allocation.

5.4 Any AUS executive who makes a purchase from a "prohibited" supplier shall be reported to AUS Council by the Ethical Business Practices Committee.

ARTICLE 6—STANDING COMMITTEE

6.1 A standing committee, henceforth named the Ethical Business Practices Committee shall oversee the continued implementation of the Policy.

6.2 The Ethical Business Practices Committee shall be composed of one member of the Equity Committee, one member of the AUS Environmental Committee, two members-at-large who are members of the AUS, and the Society's Vice President Finance.

6.3 Committee tasks shall include: maintaining the Supplier Ethics Database, researching suppliers, researching trends in business practices in the context of the Policy mandate, processing concerns brought forward by members of the Society regarding the lack of adherence to the Policy, and reviewing financial records of the Society to ensure that no prohibited purchases have been made.

6.4 Concerns submitted to the Ethical Business Practices regarding failure to adhere to the Policy shall be processed by the Committee.

6.4.1 The Committee shall research any supplier whose practices are brought into question and add said supplier to the Supplier Ethics Database or change the supplier's status after sufficient research is conducted and a Committee consensus is reached.

6.4.2 Concerns regarding general Committee practices shall be discussed amongst the Committee and those bringing the concern forth as seen fit by the two parties.

6.4.3 Concerns not resolved in accordance with 6.4.1 and 6.4.2 may be addressed at AUS Legislative Council either by a discussion in New Business or by a motion addressing said concern.

6.5 The Ethical Business Practices Committee shall report to Council at a minimum of once per semester. The report shall outline changes made to the Supplier Ethics Database, and summarize violations of the policy, making special note of violations committed by AUS executives as noted in Article 5.4.

ARTICLE 7—APPEALS PROCESS

7.1. Any AUS member who disagrees with a Committee decision regarding the placement of a certain supplier on the "prohibited" list may seek to reverse this decision through informal consultation with the Committee.

7.2 If no agreement is reached, the AUS member may seek to have the supplier removed the "prohibited" list at AUS Legislative Council by a two-thirds majority vote.

Appendix: Definitions

"Child" means any person less than 15, unless local minimum age law stipulates a higher age for work or mandatory schooling, or less than 14 if the minimum age law is set at that age in accordance with developing country exceptions under United Nations ILO Convention 138.

"Employer" means an entity that employs or contracts a worker in the production of a product.

"Policy" means this document in its entirety.

"Product" means any item manufactured for the Arts Undergraduate Society or any of its departments and committees, as well as any service provided to such parties.

"Significant Supplier" means a supplier (see definition of "Supplier") from whom the Arts Undergraduate Society commonly purchases goods and services.

"Supplier" means an entity who sells a product to the Arts Undergraduate Society or any of its departments or committees.

"Subcontractor" means any person who directly or indirectly provides the supplier with goods and/or services integral to the manufacture of apparel products for the Arts Undergraduate Society or any of its departments or committees.

"Worker" means a person involved in the manufacture of a product.

By-laws Regarding FIOs

Revision History:

April 9, 2014 (Ratification)

BACKGROUND

These By-laws discuss the approval mechanism for *Frais Institutionnels Obligatoires*, which are additional fees that students must pay to take certain courses. As the AUS has interfaculty departments with the Science Undergraduate Society (SUS), the SUS has adopted these by-laws in identical form.

Article 1: Definitions

1.1 "FIOs" shall refer to Frais Institutionnels Obligatoires or mandatory fees charged to students who register for certain courses to cover additional costs associated with that course above tuition.

1.2 "Departments" shall refer to academic units that offer academic programs to students. As relevant for these bylaws, departments in this case are specific to the Faculty of Arts or the Faculty of Science.

1.2.1 "Interfaculty Departments" shall refer to academic units that offer programs to students in both the Faculty of Arts and the Faculty of Science, including but not limited to: Environment, Geography, Mathematics, and Psychology.

1.3 "Departmental Associations" shall refer to non-incorporated, non-accredited student groups that represent the interests of students registered in that department

1.3.1 "Interfaculty Departmental Associations" shall refer to non-incorporated, non-accredited student groups that represent the interests of students registered in interfaculty departments.

1.4 "AUS" shall refer to the Arts Undergraduate Society of McGill University, an incorporated and accredited student association that represents students in the Faculty of Arts and in the Faculty of Arts & Science.

1.5 "SUS" shall refer to the Science Undergraduate Society of McGill University, an incorporated and accredited student association that represents students in the Faculty of Science and in the Faculty of Arts & Science.

Article 2: Process of Approval for Courses within Departments in the Faculty of Arts

2.1 Before entertaining a motion to approve a FIO for courses within the Faculty of Arts, the representative departmental association must make a recommendation to AUS Legislative Council as determined by a vote among their Executive Committee, coordinating body, or General Assembly.

2.2 To approve any FIO, the representative departmental association's recommendation must be presented to AUS Legislative Council and must be ratified by a simple majority vote.

2.3. If a decision must be made when AUS Legislative Council is unable to be convened, the AUS Executive Committee must contact the representative departmental association if and when possible for their recommendation. This recommendation can then be ratified by a simple majority of the AUS Executive Committee.

2.4. FIOs for courses taught within departments without representative departmental associations shall be brought directly to AUS Legislative Council for ratification or to the AUS Executive Committee if AUS Legislative Council is unable to be convened.

2.5 The AUS President shall report the outcome of the vote on any and all FIOs to Student Accounts and to the Office of the Deputy Provost (Student Life and Learning).

Article 3: Process of Approval for Courses within Departments in the Faculty of Science

3.1 Before entertaining a motion to approve a FIO for courses within the Faculty of Science, the representative departmental association must make a recommendation to SUS General Council as determined by a vote among their Executive Committee, coordinating body, or General Assembly.

3.2 To approve any FIO, the representative departmental association's recommendation must be presented to SUS General Council and must be ratified by a simple majority vote.

3.3. If a decision must be made when SUS General Council is unable to be convened, the SUS Executive Committee must contact the representative departmental association if and when possible for their recommendation. This recommendation can then be ratified by a simple majority of the SUS Executive Committee.

3.4. FIOs for courses taught within departments without representative departmental associations shall be brought directly to SUS General Council for ratification or to the SUS Executive Committee if SUS General Council is unable to be convened.

3.5 The outcome of the vote on any and all FIOs shall be reported to Student Accounts and the Office of the Deputy Provost (Student Life and Learning) by the SUS President.

Article 4: Process of Approval for Courses within Interfaculty Departments

4.1 Before entertaining a motion to approve a FIO for courses within interfaculty departments, the representative interfaculty departmental association must make a recommendation to both the AUS Legislative Council and the SUS General Council as determined by a vote among their Executive Committee, coordinating body, or General Assembly.

4.2 To approve any FIOs, the representative interfaculty departmental association's recommendation must be presented to both AUS Legislative Council and the SUS General Council and must be ratified by a simple majority vote of both governing bodies.

> 4.2.1 In the case that either the AUS Legislative Council or SUS General Council chooses not ratify the recommendation in either the AUS Legislative Council or the SUS General Council, the FIOs shall not be adopted.

4.3. If a decision must be made when AUS Legislative Council and/or SUS General Council is/are unable to be convened, the SUS Executive Committee must contact the representative interfaculty departmental association if and when possible for their recommendation. This recommendation can then be ratified by a simple majority vote of the SUS Executive Committee.

4.4. FIOs for courses taught within interfaculty departments without representative interfaculty departmental associations shall be brought directly to SUS General Council for ratification or to the SUS Executive Committee if SUS General Council is unable to be convened.

4.5. If a decision is made in the manner outlined in Articles 4.3 or 4.4, the SUS Executive Committee shall inform the AUS Executive Committee in writing within one (1) week of their decision.

4.5.1 In the cases outlined in Articles 4.3 and 4.4, the AUS cedes their position in the ratification process to the SUS.

4.6. The outcome of the vote on any and all FIOs shall be reported to Student Accounts and the Office of the Deputy Provost (Student Life and Learning) by the SUS President.

Article 5: Coming Into Force

5.1 To come into force, the AUS Legislative Council and SUS General Council must adopt identical versions of these bylaws.

Article 6: Amendments

6.1 Amendments to these by-laws must be made in joint agreement of the AUS and SUS Executive Committees.

6.2 All amendments must pass through AUS Legislative Council and SUS General Council with a two-thirds (⅔) majority vote.

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**,* 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.***

APPENDIX E

University space and/or facilities granted to the Association in accordance with Article 14.

In accordance with article 14, the following designated space is granted to the Association for revenue-generating activities as follows:

Leacock Bldg. 1st floor - SNAX [291 square feet]

A. The Association may operate a "grab and go" convenience counter, called SNAX, in the said location.

i. SNAX provides a "grab and go" service; it may not provide a setting area or stand up counter for eating, at or near the location.

ii. SNAX may not provide catering and/or delivery services of any kind. The offerings are "Grab and Go". SNAX may not sell the offerings outside the SNAX said location, and may not provide catering services of any kind.

iii. SNAX may sell only the following items: cold and hot beverages; dry food products, sealed snack and candy products, frozen ice cream.

iv. SNAX may not sell any of the following items: computers and computer supplies, books, cigarettes or alcohol of any kind, Danishes, or any kind of processed or prepared foods such as sandwiches, or any kind of hot food.

v. 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.

B. The Association may not contract for the management of SNAX to a third party (including any other student association) without the prior express consent of the Univeristy.

C. 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.

D. The Association must receive the University's prior written approval from the Deputy Provost (Student Life and Learning) for changes in the use of University space for these revenue-generating activities.

E. 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.

F. The Association shall undertake no alternation to the premises without the express prior consent of the University and shall affix no new signs, nor introduce a banner as a concept.

G. All costs related to, or any municipal fees or taxes that become due as a result of the operation of the revenue generating activities shall be the sole responsibility of the Association.

H. All revenue-generating activities shall respect any University-wide agreements.

I. For the term of the Agreement, the Association shall pay the University for the use of the space the following annual fee:

Year	Sq.Ft.	Rate	Total Amount
2015-2016	291	$16.00/sq.ft	$4656
2016-2017	291	$17.00/sq.ft	$4947
2017-2018	291	$18.00/sq.ft	$5238
2018-2019	291	$19.00/sq.ft	$5529
2019-2020	291	$20.00/sq.ft	$5820

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.

McGill

Office of the Deputy Provost (Student Life and Learning)
Bureau du premier vice-principal exécutif adjoint (études et vie étudiante)

McGill University
James Administration Building
845 Sherbrooke Street West
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Mr. Jacob Greenspon
President
Arts Undergraduate Society
Arts Building
855 Sherbrooke Street west room b12B

SUBJECT: Temporary Permission to sell food offerings by the AUS through SNAX

Dear Jacob,

The recently executed Memorandum of Agreement (MOA) between the University and Arts Undergraduate Society (AUS) allows the Association to operate a convenience counter, called SNAX, under limited conditions. The University is prepared to grant permission to the AUS to sell sandwiches and pastries at SNAX for a **limited trial period ending December 2016** (approximately 18 months) under the following conditions:

1. SNAX may sell only pre-packaged sandwiches, pre-packaged baked pastries, salads, and pre-packaged vegetables obtained from a legally registered food supplier, approved in advance by Student Housing and Hospitality Services (SHHS) on the basis of the food supplier being legally registered and compliant with relevant health and safety regulations, and confirmed in writing by the Deputy Provost ("the Offerings").

   The Offerings must be wrapped and identified with the approved food supplier's business name and a "best before" date on the wrapping. This permission is limited to pre-packaged sandwiches only (i.e. food item placed between two slices of bread or made into a wrap), and pre-packaged baked pastries (such as, Danishes and croissants).

   In addition to the Offerings, SNAX may sell canned or bottled non-alcoholic cold beverages, hot coffee, dry snack products, candy products, packaged frozen ice cream.

2. SNAX will comply with all conditions for food handling, storage, display, sale and disposal, and all such other conditions for health and safety, pest control and garbage containment and disposal, and such other University's building regulations and other conditions specified in the MOA. AUS and SNAX will be able to ask SHHS what those regulations are.

3. SNAX is a "Grab and Go" convenience counter. No cooking or food preparations of any kind (including wrapping) may take place on the SNAX location.

   It may not sell the Offerings outside the SNAX location, and may not provide catering services of any kind. SNAX may not create a seating area outside the SNAX location nor introduce a banner as a concept.

4. All sales must be registered and all applicable taxes added. AUS will install, at its own cost, a Point Of Sale system with the SRM (device developed by *Revenu Québec*) as mandated by the Quebec Government. The SRM is an ultra-secure microcomputer that plugs into a cash register or Point-Of-Sale system and a receipt printer. The device receives data of transactions records (including sales and taxes) to *Revenu Québec* in its secure memory and transmits the information required to print bills bearing a barcode and a unique digital signature that guarantee each bill's authenticity. The SRM connects to *Revenu Québec*'s central database. For more information: http://www.revenuquebec.ca/en/a-propos/evasion_fiscale/restauration/mev/

5. SNAX will be subject to *ad hoc* inspections for compliance with the terms of this permission. The inspection will take place without prior notice, and conducted by McGill staff and/or a third party chosen by McGill Student Housing and Hospitality Services (SHHS) for such purposes. All inspections for compliance with food handling, storage, display, sale and disposal, and for health and safety, pest control and garbage containment and disposal, must be performed by qualified and legally registered inspection personnel.

   - Where the first inspection fails, the AUS will have 15 working days to correct the situation.
   - Where the second inspection fails, this permission will end and AUS will lose all privileges granted to SNAX through this special permission.

   The AUS will pay the cost of the second inspection and all ensuing follow-up inspections performed by a third party chosen by SHHS and AUS. A copy of all inspection reports, including those from the city of Montreal, will be sent to AUS and the SHHS.

   Any act, omission, or infraction will constitute a default and will be communicated by the University (notice of default) will result in the immediate suspension of this permission and trial arrangement. Where the infraction relates to health and safety, and taxation issues, AUS will cease all food offerings.

   The default must be corrected to the University's satisfaction within the stated period (15 working days). If corrected, the suspension will be lifted and the permission will be re-instated. If not corrected, the suspension will result in the termination of this permission

6. AUS will remain directly responsible, and accountable for all activities of SNAX.

All other conditions set out in the AUS' MOA will apply (including, but not limited to, the use of the McGill name, the interdiction to sub-contract the space or activity, conditions in Appendix E of the MOA, etc.). The sales of SNAX will be included in the audited financial statement of AUS

Subject to the compliance by the AUS of all the conditions set out in this letter of permission contained in the Memorandum of Agreement, this permission may be extended at the University's discretion on similar or modified conditions until the end of the MOA (**30 April 2020)**. Any extension shall be evidenced in writing by the University.

Yours truly,

Professor Olivier Dyens
Deputy Provost (Student Life and Learning)

c.c. Professor Hudson Meadwell, Interim Dean of Arts
Mathieu Laperle, Student Housing and Hospitality Services (SHHS)
Vilma Di Rienzo-Campbell, Director and Senior Policy Advisor

Appendix G

LIST OF ASSOCIATION'S GROUPS

PART 1: RECITALS

A. Definitions:

All groups, clubs, services, activities of the Association granted club or services status by the Association shall be referred to collectively herein as **"Groups"**

B. The Association confirms:

i. that the list below represents the **full list of the Association's Groups** as at February November 1, 2015;

ii. that names appearing in the first column entitled **"Names"** are the **Names approved by the Association;**

iii. that the **Description of Purpose** is the purpose approved by the Association for the stated Group, and

iv. that the dates appearing in the column entitled **Year Approved** are the dates of the creation of the Groups by the Association.

C. The Association acknowledges and accepts that going forward (effective June 1, 2015) all **new** Groups shall adopt one of the following **Approved Forms for Group Names, subject to the category of activity:**

Category I: **For Groups other than those affiliated or affiliating with external organizations**

- McGill Students *[insert e.g. Investment Club]*, or
- McGill [*insert e.g. Marketing; Pakistani*] Students' Association, or
- [*insert e.g. Pakistani*] Students' Society, or
- AUS [*insert*], or
- [*insert e.g. Korean Martial Arts Club*] – AUS

Category II: **For Groups affiliated or affiliating with an external organization including political parties**

- McGill (Arts) Students for [e.g. Make a Wish], or
- McGill (Arts) Students Supporting [e.g. Make a Wish], or
- McGill Students' Chapter of [e.g. Make a Wish, or
- AUS - [e.g. Make a Wish, Cystic Fibrosis etc.] or
- [e.g. Make a Wish, Cystic Fibrosis etc.] - AUS

Category III **For Sports Clubs or Teams**

The Department of Athletics and Recreations shall have exclusive use of the name "McGill" in relation to any sport or team, except where permission is granted in writing by the Deputy Provost (Student Life and Learning).

Category IV: **For Association Services and Media**

- AUS [*insert e.g. tutorial service*], or [*insert e.g. Tutorial Service*] – AUS

D. The Association shall ensure that all Groups, whether or not permission to use the McGill name in their names has been granted, are made aware of the conditions for the use of the McGill name, word mark, crest and shield, as outlined in **Section 7 and Appendix G** and the Association correct any misuse within two (2) weeks from the Association becoming made aware of the misuse.

Examples of misuse include, but are not limited to: a Group incorporating the McGill name in its name without permission, incorporating the McGill word mark, crest or shield in its name, logo or website, or on the club's sites, materials, or publications.

E. Those Groups listed below that have the name "McGill" in their names are permitted to continue to use the McGill name in their names only as appearing below and only for the stated purpose. The University reserves the right to withdraw its permission for a club to use the McGill name in the club's name at any time and for whatever reason, upon prior notice to the Association and discussion.

F. Any change to the list (including any additions or deletions to the list) or change to the name of a club or to its purpose or activity shall be brought to the University's attention by the Association and the change to **Appendix G** shall be confirmed by the Deputy Provost (Student Life and Learning) within two weeks of receiving the notice of change.

G. Only one email address for each club, group or service may be requested and shall take the form: [initials].aus@mail.mcgill.ca]

Part II: In accordance with Article 6, the following lists the recognized clubs of the Association.

Only 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**.

(a) Permission to use the McGill name, trademark, crest or shield is expressly denied.
(b) Each Group shall include the following on their website and/or in their advertisements:
"A student group of the AUS (Arts Undergraduate Society of McGill University)"
(c) AUS will undertake all necessary means to correct any improper use of the McGill name, marks or reference within the shortest delay.
(d) Names are approved as listed below and are subject to the conditions set out in this Agreement.
(e) AUS shall ensure that all Groups conform to the conditions set out in this Agreement.

Group email addresses may only take the form: [group initials].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 Deputy Provost. McGill reserves the right to withdraw its permission for any club at any time and for whatever reason.

CATEGORY I: FOR GROUPS OTHER THAN THOSE AFFILIATED OR AFFILIATING WITH EXTERNAL ORGANIZATIONS

- McGill Students *[insert e.g. Investment Club]*, or
- McGill [*insert e.g. Marketing; Pakistani*] Students' Association, or
- [*insert e.g. Pakistani*] Students' Society, or
- AUS [*insert*], or
- [*insert e.g. Korean Martial Arts Club*] – AUS

1.1 AUS Departmental Associations

L'Association Générale des Étudiants de Langue et Littérature Françaises (AGELF)	**Departmental Association**	New
Art History and Communication Studies Students' Association (AHCSSA)	**Departmental Association**	Formerly Art History Students' Association (AHSA)
Anthropology Students' Association (ASA)	**Departmental Association**	
African Studies Students' Association (ASSA)	**Departmental Association**	

Bachelor of Arts and Science Integrative Council (BASiC)	**Departmental Association**	
Caribbean, Latin American, and Hispanic Studies Students' Association (CLASHSSA)	**Departmental Association**	
Classics Students' Association (CSA)	**Departmental Association**	
Canadian Studies Association of Undergraduate Students (CSAUS)	**Departmental Association**	
Department of English Students' Association (DESA)	**Departmental Association**	
East Asian Studies Students' Association (EASSA)	**Departmental Association**	
Economics Students' Association (ESA)	**Departmental Association**	
German Students' Association (GSA)	**Departmental Association**	Listed incorrectly in former Appendix G as German Studies Students' Association (GSSA)
Gender, Sexual Diversity, and Feminist Studies Students' Association (GSDFSSA)	**Departmental Association**	Formerly Women's Studies Students' Association (WSSA)
History Students' Association (HSA)	**Departmental Association**	
International Development Studies Students' Association (IDSSA)	**Departmental Association**	
Italian Studies Students' Association (ISSA)	**Departmental Association**	New
McGill Environment Students' Society (MESS)	**Departmental Association**	
Middle East Studies Students' Association (MESSA)	**Departmental Association**	
McGill Industrial Relations Association (MIRA)	**Departmental Association**	Grandfathered; ensure description states "student society"

McGill Psychology Students' Association (MPSA)	**Departmental Association**	
McGill Undergraduate Geography Society (MUGS)	**Departmental Association**	
Philosophy Students' Association (PSA)	**Departmental Association**	
Political Science Students' Association (PSSA)	**Departmental Association**	
Religious Studies Undergraduate Society (RSUS)	**Departmental Association**	
Russian Undergraduate Students' Society (RUSS)	**Departmental Association**	New
Society of Linguistics Undergraduates of McGill (SLUM)	**Departmental Association**	
Sociology Students' Association (SSA)	**Departmental Association**	
Society of Undergraduate Mathematics Students (SUMS)	**Departmental Association**	

Note: Deletions from previous Appendix G: Humanistic Studies Students' Association (HSSA), Jewish Studies Students' Association (JSSA)

1.2 <u>AUS Committees</u>

Arts Undergraduate Society Fine Arts Council (AUS FAC)	Committee of the AUS supporting Fine Arts initiatives on campus	
Arts Undergraduate Society Environmental Council (AUSec)	Committee of the AUS supporting green initiatives of the AUS and encouraging sustainable practices/awareness	
<u>AUS-</u> First Year Events, Academic, and Representative Council (FEARC)	First-year committee of the AUS to represent and plan events for first-year AUS members	See revision

AUS- Equity Committee	Committee of the AUS supporting the promotion of inclusivity and anti-oppression within the AUS	See revision
AUS - Arts Community Engagement Committee (ACE Committee)	Committee of the AUS supporting the community engagement and philanthropic endeavors of the AUS	See revision

CATEGORY III: AUS SPECIAL INTEREST GROUPS OTHER THAN THOSE AFFILIATED OR AFFILIATING WITH AN EXTERNAL ORGANIZATION

AUS- Arts4Art	Special interest club of the AUS that puts on an annual fine arts showcase event	See revision
AUS- Fridge Door Gallery (FDG)	Special interest club of the AUS that puts on one art vernissage per semester of student-submitted artwork and gives students experience with curation	See revision
Arts Undergraduate Theatre Society (AUTS)	Special interest club of the AUS that puts on annual musical theatre performances for and with Arts undergraduates	
AUS- Student Association of World Cinemas (SAWC)		See revision

CATEGORY IV: AUS PUBLICATIONS AND MEDIA

In addition to the conditions set out above, for all, the websites and all advertisements, whether in print or electronic form, the following shall include

i. The Association's logo

ii. The approved name of the Publication as appearing below

iii. The following statement:

For all publications:

"Published by the AUS (Arts Undergraduate Society)"

iv. the following notice on the second page or back cover page in at least 9-point font, or on the Publication's website:

"This Publication is published by the AUS (Arts Undergraduate Society)" . The content of this publication does not necessarily represent the views of the AUS or of McGill University.

AUS shall ensure the Associations Groups shall conform to the conditions set out in this Agreement.
Names are approved as listed below and are subject to the conditions set out in this Agreement.

The VEG	Publication for student-submitted work	Ensure description states "published by AUS an undergraduate student society of McGill University"
STEPS Magazine	Publication for student-submitted work, with emphasis on poetry, prose, art	Ensure description states "published by AUS an undergraduate student society of McGill University"
Leacock's Online Magazine	Online publication, with emphasis on food, fashion, and creativity	Ensure description states "published by AUS an undergraduate student society of McGill University"

Email Addresses:

An e-mail address, in the form of position.aus@mail.mcgill.ca shall be assigned to the following Association Executives:

- President
- Academic
- Communications
- Events
- External
- Finance
- Internal