MEMORANDUM OF AGREEMENT

BETWEEN

McGILL UNIVERSITY

AND

DENTAL STUDENTS' SOCIETY OF McGILL UNIVERSITY INC. / ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES EN MÉDECINE DENTAIRE DE L'UNIVERSITÉ McGILL INC.
TABLE OF CONTENTS

1. Collection of Association Fees
2. Accounting Services
3. Loans and Grants
4. Insurance
5. Maintenance and Auditing of Accounts
6. Use of McGill Name and Emblem
7. Contracts and Legal Proceedings
8. Right to Set Off
9. Liquor Permits
10. Representations of the Association
11. Event of Default
12. Remedies
13. Student Publications
14. Business Activities
15. Location
16. Food Services
17. Telephone, Mail and E-mail
18. Staff Status
19. Term and Review
20. Textbooks and Casebooks
21. Notice
22. Entire Agreement
23. Language

Appendices
MEMORANDUM OF AGREEMENT made and entered into at the City and District of Montreal, Province of Québec

BETWEEN

McGILL UNIVERSITY, an university duly constituted by charter, having its principal office at 845 Sherbrooke Street West, in the City and District of Montreal, Province of Québec,

(hereinafter referred to as “the University”)

AND

DENTAL STUDENTS’ SOCIETY OF McGILL UNIVERSITY INC./ ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES EN MÉDECINE DENTAIRE DE L’UNIVERSITÉ McGILL INC., a corporate entity having its principal office at 2001 McGill College, Suite 100, City and District of Montreal, Province of Québec.

(hereinafter referred to as “the Association”)

WHEREAS the University and the Association entered into an agreement in respect of 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 in the support of its activities;

WHEREAS the Association was incorporated on February 21, 1994 by Letters Patent issued pursuant to Part III of the Companies Act (Québec) and NEQ 1140107013; and

WHEREAS the University and the Association wish to enter into a new agreement, replacing 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’s activities. The current Association Fee Schedule appears as Appendix A hereto. The Association represents all undergraduate students from the Faculty of Dentistry.

1.2 The Association Fees shall be included in the total student fee assessed by the University in respect of undergraduate 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 15th and shall reflect fee assessments from June 1st to August 31st.

• The second distribution of the Association Fees shall be paid on November 15th and shall reflect the balance of the fall term assessments as at October 31st. There shall be no hold back of fees for either of these remittances.

• The third distribution of the Association Fees shall be paid on February 15th and shall reflect the winter term fee assessments as at January 31st. An amount equal to 10% of the amount to be paid as the third distribution shall be held back by the University to account for changes in student registration occurring from February 1st to May 31st.

• The final distribution of Association Fees shall be paid on June 15 and shall reflect assessment as at May 31st, less the 1% fee for bad debt charges (in accordance with section 1.4), the Annual Administrative Fee (in accordance with section 2.1) and any other amounts owed to the University as at May 31st.

1.4 No charges shall be levied by the University for the collection of the Association Fees however the University shall be entitled to receive 1% of the total fees assessed in each term as relief for the collection of bad debts. The University shall provide the Association with information on the level of bad debt resulting from its members.

1.5 Upon prior written agreement of the parties, the Association Fees may be credited to an internal account of the University 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 Deputy Provost (Student Life and Learning) has confirmed in writing that the formalities required by the Association’s constitution in respect of a referendum for fee adjustments, applicable law, and this agreement have been followed.

1.7 All requests for new fees or fee changes must be sent in writing to the Deputy Provost (Student Life and Learning) by April 1st for implementation in the fall term and by November 20th 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 on Minerva 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 sent 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 *Québec 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 Network Communications Services (“NCS”) 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 Additional Insured.

4.3 The Association shall provide evidence of coverage upon execution of the Agreement and annually thereafter. Evidence shall take the form of true copies of the relevant insurance policy or renewal certificate.
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 All financial records, books and accounts of the Association shall be maintained in accordance with generally accepted accounting principles consistently applied.

5.2 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 April 30.

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 or chartered accountant in good standing with the Order of Chartered Accountants of Québec to prepare the Association’s annual financial statement. The Association shall advise the University of the name of the auditing firm or chartered accountant. In the event the University does not find that firm or the chartered accountant acceptable the Association shall appoint another firm or chartered accountant acceptable to 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, the University hereby grants the Association the right to use the word "McGill" in its name “DENTAL STUDENTS’ SOCIETY OF Mcgill University INC. / ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES EN MÉDECINE DENTRAIRE DE L’UNIVERSITÉ McGill INC.”. The present grant is not assignable.

6.3 The University's tradename, 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.

A copy of the Association’s approved logo 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 nonexclusive basis, and for the term of this Agreement and in accordance with its conditions, the University hereby grants the groups ("the Groups") appearing in Appendix G permission to use the word "McGill" in their names as they appear on Appendix G, and is 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. The present grant is not assignable.

iv. In all of their activities, advertisements and websites, the Association and its 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 Dental Students' Society (DSS), an undergraduate students' association at McGill University’’

   -or-

   “Operated by the Dental Students’ Society (DSS), an undergraduate students' association at McGill University.”

6.5 Neither the Association, nor any of its clubs or groups shall use the name, emblems or trademarks of the University for any other purpose without the prior written consent of the Secretary-General of the University.

6.6 For event-specific permission to use the name, emblems or trademarks of the University, the Association shall obtain express prior written consent from the Secretary-General of the University. 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, which 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**

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

9.2 The Association recognizes and reaffirms its commitment to respect article 39 of the *Québec 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 *Québec 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.

9.3 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.

9.4 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.

9.5 The Association shall ensure that the events hosted by the Association shall include activities that allow members to socialize without requiring the purchase or consumption of alcohol for participation in the activity or event.

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 Québec Companies Act whose membership is limited to regularly registered undergraduate dental students. Annually, the Association shall provide the Deputy Provost (Student Life and Learning with a copy of the corporation's Annual Declaration as proof that the Association has maintained its incorporated status.

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 disciplinary measure under the Handbook of Students Rights and Responsibilities which has the effect of affecting the student’s status.

10.1.6 all financial records, books and accounts of the Association shall be maintained in accordance with generally accepted accounting principles consistently applied.
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. by Sept 30th, a copy of a complete up-to-date Appendix G, as at September 30th listing all the Association’s Groups for the following academic year; 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/adminhandbook;

11.1.3 when in the course of or subsequent to an audit, the Association’s auditor reports on material fraud, error or misstatement of the books or financial records 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 Québec 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 Any condition of default shall be subject to a prescription period of three (3) years.
11.6 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 rescinded 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 rescission 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 and distributed on main campus. Thus, the Association may distribute, at no cost, their publication ("Publication").

13.2 The editorial, reporting and advertising content of the Publication are the sole and exclusive responsibility of the Association. For greater certainty, the University shall not be responsible or liable for the editorial, reporting or advertising content of the Publications.

The masthead of the Publication shall bear the following notice:

"The content of this publication is the exclusive responsibility of the Dental Students' Society and does not necessarily represent the views of McGill University."

13.3 The Publication shall be permitted distribution on the Montreal campus by leaving copies of the Publications at defined locations in the buildings listed in Appendix D.

13.4 The University shall permit the off-campus distribution of the Publication to the locations listed in Appendix D.

13.5 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. Written permission for such distribution must be
received from the owner or manager of such off-campus distribution location. Any violation of these terms may be considered an event of default.

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

13.7 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.

13.8 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. All costs, taxes and fees associated with the use of the space or facilities that may become due is the responsibility of the Association.

14.5 The University and the Association will undertake to discuss contracts or agreements with external parties regarding certain business activities which may lead to the recovery of costs for the University as well as generate sufficient income to the benefit of both the University and the Association.

15. **LOCATION**

15.1 In accordance with its status as a recognized student association, the University shall provide the Association with a room at no charge that shall constitute an office from which to conduct its activities. The location of this room shall be on or around the Montreal campus of the University and shall constitute the Association's principal premises. The current location of this room appears in Appendix F.
15.2 The University further grants to the Association the use of the University space and/or facilities that appears in Appendix F at no charge for the term of this Agreement and 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 Subject to six (6) months notice sent no later earlier than September 1 and no later than April 30, with a copy to the Dean, 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. FOOD SERVICES

For the term of this agreement the Association shall not operate nor manage, whether directly or under contract, vending machines and food counters.

17. TELEPHONE, MAIL AND E-MAIL

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

17.1 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.

17.2 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.

17.3 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 Policy on the Responsible Use of McGill Information Technology Resources.

17.4 use the University's mailing system, including internal delivery. The Association shall pay for all costs associated with the use, including but not limited to, the cost of external mail sent through the University mailing system.

17.5 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 www.dssmegill.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. The University shall provide the Association with such reasonable notice, as deemed to be appropriate, prior to revoking any of these systems.

18. 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.

19. 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.

20. TERM AND REVIEW

The term of the present agreement is five (5) years beginning on June 1, 2016 and ending on May 31, 2021. 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 be extended for a maximum of nine months.

21. 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.

22. 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.

23. 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:

For DENTAL STUDENTS' SOCIETY OF McGILL UNIVERSITY

Per: Antonio Rossi
    President
    
    Per: Kristi Stefanison
    Vice-President

Per: [Signature]
    Date: 02/02/2016

For McGILL UNIVERSITY

Per: [Signature]
    Professor Olivier Dyens
    Deputy Provost (Student Life and Learning)
    Date: 26 Jan 2016

Per: [Signature]
    Dr. Paul Allison
    Dean of Dentistry
    Date: 27/1/2016
APPENDIX A

Association Fee Schedule
in accordance with Article 1 of this Agreement

As of November 2015

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Amt</th>
<th>Start Date</th>
<th>End Date</th>
<th>Opt Out</th>
<th>Notes</th>
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<td>Dental Society Computer Lab</td>
<td>$20 per term</td>
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<td>none</td>
<td>no</td>
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<td>Dental Students' Society</td>
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<td>n/a</td>
<td>n/a</td>
<td>no</td>
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<tr>
<td></td>
<td>per term</td>
<td></td>
<td></td>
<td></td>
<td>charged to YR 1 in 2014-15; Yr 1 &amp; 2 in 2015-16; Yr 1/2/3 in 2016-17 and all years in 2017-18</td>
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<td>DSS New Facility Contribution</td>
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<td>Fall 2014</td>
<td>201901</td>
<td>Winter 2019</td>
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APPENDIX B

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

<table>
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<tr>
<th></th>
<th></th>
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<td>Less than $19,000</td>
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<td>$350</td>
<td>$400</td>
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<td>$2500</td>
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</table>

Note: The DSS New Facilities Contribution is not included.
APPENDIX C

Documents in accordance with Article 10 of this Agreement

Includes copies of:

i. Confirmation of Accreditation under the Quebec law (N/A)
ii. Annual Declaration of Incorporation 2015
iii. Constitution and By-laws
v. Copy of the Audited Financial Statements 2015
Recherche une entreprise au registre

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

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### Identification de l'entreprise

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### Adresse du domicile élu

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https://www.registreentreprises.gouv.qc.ca/RQAnonymeGR/GR/GR03/GR03A2_19A_PI... 11/16/2015
Date de la constitution: 1994-02-21 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: 2015-07-18
Date de la dernière déclaration de mise à jour annuelle: 2015-07-18 2015
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2015: 2015-11-15
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2014: 2014-11-15

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): 9851
Activité: Organisations politiques
Précisions (facultatives): ASSOCIATION DES ÉTUDIANTS

2e secteur d'activité

Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec: Aucun
### Administrateurs, dirigeants et fondé de pouvoir

#### Liste des administrateurs

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<th>Nom de famille</th>
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<td>Mark</td>
<td>2012-05-01</td>
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<td>Secrétaire, Trésorier</td>
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<tr>
<td>Hashemi</td>
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<td>54-3500 rue de la Montagne Montréal (Québec) H3G2A6 Canada</td>
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<td>Erica</td>
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<td>Rossi</td>
<td>Antonio</td>
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<td>Président</td>
<td>60 rue Ravel Dollard-Des Ormeaux (Québec) H9G2M6 Canada</td>
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#### Dirigeants non membres du conseil d'administration

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

#### Fondé de pouvoir

https://www.registreentreprises.gouv.qc.ca/RQAonoymeGR/GR/GR03/GR03A2_19A_Pi... 11/16/2015
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**

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**Index des noms**

https://www.registreentreprises.gouv.qc.ca/RQAnonymeGR/GR/GR03/GR03A2_19A_PI... 11/16/2015
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<td>DENTAL STUDENTS' SOCIETY OF MCGILL UNIVERSITY INC.</td>
<td>1994-02-21</td>
<td></td>
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Autres noms utilisés au Québec

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

© Revenu Québec, 2015
MC G Ill University Dental Students' Society
Constitution

I. Name:
The organization shall be known as the McGill University Dental Students' Society. The official abbreviation shall be DSS.

II. Objectives:

a. To represent the student body in its dealings with the Dental faculty
b. To represent the students body in all its dealings with the undergraduate and postgraduate students of the other faculties of this and other universities.
c. To direct and supervise the formation of class organizations for the regulation of class affairs and activities.
d. To transact all other matters of business connected with student of the Faculty of Dentistry.
e. To promote and execute a social program for the students of the faculty.
f. To serve as McGill University's component society to the Canadian Dental Association and the Association des Chirurgiens Dentistes du Quebec.

III. Membership:
The members of the McGill DSS shall include all students, both undergraduate and graduate, registered in the Faculty of Dentistry. Only members of the council shall have the right to vote, but all regular members may take part in discussions.

IV. Fees:
Provisional to redefinition by the Students' Society of McGill and the DSS:
Each regular member shall pay a Student Services fee which shall be collected by the McGill University Cashier with the regular tuition fees. The amount is then distributed between the numerous Departments of the Students' Society of McGill University, part of which is reimbursed directly to the DSS.

There will be no refunds for McGill DSS fees in their entirety or in part thereof. Exceptions may be made at the discretion of the McGill DSS Council in case of special circumstances. The interested Member may ask Council in writing to address Council at the next Council Meeting to present his/her case.
V. Finances:
1. The finances for the term of office of the McGill DSS Council shall be derived from:
   a. Reimbursed portion of member Student Services fee from regular tuition fees.
   b. Such other incomes as may derive from sponsors and approved projects and function of the McGill DSS.
2. All disbursements of the McGill DSS funds shall fall to the jurisdiction of the Vice President of Finance and President, provided that such disbursements are:
   a. Constitutional
   b. Previously ratified at a meeting of the McGill DSS Council
   c. Personal disbursement to McGill DSS members for authorized expenses within authorized budgets incurred in performing duties prescribed by the Council, such claims to be accompanied by original receipts.
3. Unless otherwise specified, there will be no refunds for fees charged for McGill DSS organized events or products.
4. Should a member attend a McGill DSS organized event or procure a McGill DSS product without payment of required fees, the Council reserves the right to attain payment in full with an additional fee to be decided by the Council. Should such member not make payment, the total fee will be charged through McGill University to member’s student account.

VI. Executive:
1. The Executive of the McGill DSS shall consist of the following-
   a. President
   b. Vice-President
   c. Vice-President Finance
   d. Vice-President of Communications
   e. Social Committee Executives (two)
2. Term of Office-
The official term of office of all Executive members of the McGill DSS shall be for the period of time of one year from the day following the Changeover Meeting of the incoming and outgoing Councils in the spring to the following year’s Changeover Meeting for all positions except Vice-President Finance and Vice-President of Communications for which the term of office shall be two (2) consecutive years.
3. Duties-
   a. President
   The President as chief executive officer shall preside at all meetings of the DSS, shall be chairman of its Executive Committee and Council. He/she shall be an official spokesperson of the McGill DSS and shall represent the Society on all official occasions. He/she shall be the Society’s representative to the Faculty Council and Faculty Liaison meetings.
b. Vice-President
- The Vice-President shall perform the duties of the President in the absence of the latter and shall be responsible to the Executive Committee of the Students' Council for the operation of all activities, except those within the responsibility of the Social Committee representatives.
- He/she shall act as secretary, keeping minutes of all meeting of the Council.
- He/she shall be involved in and have a role in organization of McGill DSS Special Projects including, but not limited to, Dental Mission Trips and philanthropy.

c. Vice-President of Finance
- He/she shall receive and take charge of all monies of the Society and shall pay out the same as ordered by the Council. All cheques must be jointly signed by both the President and the Vice-President Finance. The Vice-President Finance shall take all precautions that the Society's bank account is established as one requiring joint signatures for withdrawal of funds.
- He/she shall keep accurate account of the finances of the Society and make a report on its financial position as required by the Council.
- He/she shall transfer the books and the balance on hand to his/her successor.
- In accordance with the Memorandum of Agreement signed with McGill University Deputy Provost and Dean of Dentistry, the Vice-President Finance, on behalf of the McGill DSS, shall arrange for a yearly audit of all finances to be performed by a registered Chartered Accountant.

d. Vice-President of Communications
- The Vice-President of Communications shall organize and produce the yearly McGill DSS Phonebook/Directory either as a separate entity or as a component of a McGill DSS Agenda/Handbook.
- He/she organize incoming undergraduate dental students into pre-existing “Sib” families, chosen at random, without bias of ethnicity, gender, pre-existing relationships, or any other factors.
- He/she shall be responsible for the maintenance of the McGill DSS website.

e. Social Committee Executives
- Social Committee Executives shall be responsible to the Council for the promotion and execution of a proper social program for the DSS

4. Eligibility for Executive Offices-
a. The office of the President shall be filled by a member of the fourth year class; that of Vice-President may be filled by a member of the third or fourth year class; that of Vice-President Finance, Vice-President of Communications, and that of the two
Social Committee representatives may be filled by a member of the second, third, or fourth year class.

b. The Executive Officers shall be in good academic standing with the Faculty of Dentistry.

5. The Executive Meetings may be called by the President on forty-eight (48) hours notice unless there is unanimous approval of the Executive to hold said meetings on shorter notice.

6. Three (3) shall constitute a quorum for an Executive Meeting.

7. Each member of the Executive shall have one (1) vote at an Executive Meeting.

VII. Council:
1. The governing authority of the Society shall be vested in its Council, which shall meet once every four to eight weeks, or as necessary, during the academic year.

2. The Council shall consist of members of the Executive (Article V), the Dental representative to the Students' Society of McGill University, the McGill DSS Athletics Representative, and the President of each class.

3. Council Meetings may be called by the President on three (3) days' notice.

4. Six (6) members of the Council, excluding the members at large, shall constitute a quorum.

5. Council Representatives shall represent their constituents and shall be responsible for keeping said constituents fully informed of the activities of the Students' Society which affect them.

6. Each of the members of the Council shall have one vote. Members-at-Large shall have no voting rights, except in matters dealing with their respective offices.

7. Ratification of motions requires a simple majority unless otherwise specified in this constitution.

8. Committees chosen by the Council may from time to time be appointed to execute such business as it is the duty of the Council to perform. These Committees shall report and be responsible to Council.

9. Any member of Council who is absent for three consecutive meetings without legitimate excuse shall be asked to relinquish his/her post and an election will be called by the
President or other designated member of the Council to fill the vacancy—exceptions are Members-at-Large.

10. Same as Article VI, 4b.

11. The official term of office of all Council members of the McGill DSS shall be for the period of time of one year from the day election results are released until the election result release of the following year.

12. All McGill DSS meetings shall be open to all regular members of the McGill DSS; however refreshments served will be reserved for Council members.

13. Any McGill DSS member representing dental students at any recognized group committee will be required on request by the Council to inform the Council on relevant proceedings of the body (eg. University Senate, McGill Medical Students’ Society).

VIII. Meetings

Procedural Authority

1. Rules of Order—
   a. Speeches must be clear, and relevant to the motion before the meeting.
   b. No reply is admissible for the mover of a purely formal motion, such as adjournment. The motion to which the privilege of reply is attached must be "substantive".
   c. No speech can be made after the question has been put and carried or negated.
   d. Any member may raise a point of order, it being understood that he/she rises "to order" but he/she must put the point concisely.
   e. No speaker can "call" another order. The President alone can properly do this. A member may, of course, rise to call the President’s attention to "disorder", but the decision rests with the chair.
   f. Only one amendment should be made before the meeting at a time.
   g. If the motion is withdrawn the amendment lapses.
   h. Should there be an equality of voting on an amendment and the President does not exercise his casting vote, the amendment is lost.
   i. When a member of Council is speaking, silence must be observed by others present.
   j. When a meeting becomes noisy the President may leave the chair and adjourn the meeting; in such an event no further business can be legally carried on.
   k. No discussion on a motion shall be in order before it is seconded and read from the chair.
2. Order of Business-
   A. 
   a. When the meeting comes to order, a motion shall be made to pass the minutes of the previous meeting.
   b. Business arising out of the minutes (Old Business)
   c. New Business
   d. Communications
   e. Reports of Committees (move to the end?)
   f. Adjournment

   B. All questions except elections shall be decided by open vote unless balloting be requested by five members of the Council.

   C. The Council may at any meeting, by a three-fourths (3/4) vote, suspend any rule of order.

IX. Class Organization:

1. Each class has certain privileges and consequently, certain responsibilities with duties to be performed. It has been deemed wise in public meeting assembled that each class be a properly organized and constituted body, empowered and directed to enact by-laws for the regulation of all matter hereinafter provided

2. The name shall be that of the particular year organized, viz “McGill Dentistry Class of ....”

3. The object shall be administration of class affairs in accordance with the Constitution of the McGill DSS.

4. The members shall be those undergraduates who appear on the college registrar for the year in question.

5. The Officers shall be:
   - President
   - Vice-President
   - Treasurer
   - Social Committee (two members)
   - Curriculum Representative
   - Canadian Dental Association Representative
   - ACDQ Representative

6. The President shall perform the usual duties of his Office and in his absence, they shall be the responsibility of the Class Vice-President.

7. The Treasurer shall attend to the official class monies and official class bank account, organized through the DSS Executive VP Finance and governed by the rules laid down in the Executive Constitution.

8. Rules of Order shall be those of the DSS Constitution.
X. Electoral By-Laws:

The Electoral By-Laws of the DSS shall be those of the Students’ Society of McGill University, as applied to the DSS and within the context of the DSS Constitution. The interpretation of these By-Laws by the Outgoing President

XI. Elections:

1. Election of DSS Executives, members of Council and Class Council Executives shall take place within the same time period, from the end of March to the end of April of each year.

2. Elections shall be organized and run by the outgoing DSS and individual Class Presidents. If the Class President intends to run for office again, the Class should select a Chief Returning Officer who is not a member of the present Executive to run the election.

3. The Nomination period shall run for the two (2) weeks following initial invitation to run for office. Nomination shall be by the candidate themselves and in the form of an official email sent to the organizer of elections (Outgoing DSS President or individual Outgoing Class President)

4. Following the Nomination period, there shall be a two (2) week campaign period. Campaigning shall be in person only and candidates shall not use email, facebook, text message or any other electronic means for their benefit.

5. Voting shall be submitted in written ballot form.

6. If there is any infraction of the Electoral By-Laws, the Class Election may be dissolved by the Students’ Council and a new Election called under the Auspices of a Representative selected by the Students’ Council.

7. The new DSS Executive, Council, and Class Executive shall assume office immediately after the Election; and the President shall be prepared to assume his/her seat on the Students’ Council.

8. Election of the DSS Representative to the McGill Students’ Council shall follow the procedure outlines in the McGill Students’ Council Constitution.

9. At the time of the Election the DSS Representative shall be a member of the first, second, of third year class; he shall assume his seat on the DSS Council immediately after election.

10. Any member is eligible to vote and/or be elected to Council.
11. Should a member of the DSS Council withdraw or leave before the expiration of his term of office, the DSS Council shall institute procedures to elect the appropriate member.

12. Election of members shall be conducted according to the Electoral By-Laws.

XII. Recall:

1. Executive-
   a. If any member of the Executive is negligent in, or incapable of carrying out his duties, a petition to recall said member may be made by five (5) members of Council. If this motion is ratified by three-quarters (3/4) of Council, then this position shall be declared vacant and a by-election shall be held.
   b. If a petition to recall a member of the Executive is signed by at least sixty percent (60%) of the members of the DSS and said petition is presented to Council, then Council shall declare said position vacant and a by-election shall be held.

2. Council-
   a. If a petition to recall any member of Council is signed by sixty percent (60%) of his Class then Council shall declare this position vacant and a by-election shall be held.
   b. If a member of Council is negligent in, or incapable of carrying out his duties a petition to recall said member may be made by five (5) members of Council. If this motion is ratified by three-quarters (3/4) of Council, then this position shall be declared vacant and a by-election shall be held.

XIII. Open Meeting:

1. The President may call an Open Meeting by giving Council at least fourteen (14) days' notice. The Class Presidents must then post notices or make announcements at least seven (7) days before the Meeting, in their respective Classes.
2. An emergency meeting may be called by the President at thirty-six (36) hours' notice. The means of notifying the members shall be the duty of the President.
3. A special meeting shall be called by the President at the written request of fifty (50) members. These members shall present in writing their reason for calling said meeting. The President shall notify the membership of the meeting and of its reason for being called, Article X, 1.
4. Sixty (60) members shall constitute a quorum at Open Meetings.

XIV. Referendum:

1. A referendum may be held under the following circumstances and conditions:
   a. A simple majority at an Open Meeting may call a referendum on any issue.
b. The council may at its discretion call a referendum on any question discussed at a Council meeting.
c. At least fifty percent (50%) of the members must vote and two-thirds (2/3) of those voting must affirm the motion put forth in the referendum.
d. A decision taken by a referendum shall be binding.

XV. Amendments:
1. This constitution may be amended only by an affirmative vote of two-thirds of a referendum of the DSS, Article XIV, 1c.
2. The amendment may be adopted by an affirmative vote of two-thirds of those, not less than fifty percent (50%) of the DSS members present at an Open Meeting of closed ballot.
3. Amendments to this constitution may be proposed by a member by giving notice to the President at least two weeks prior to an Open Meeting.
4. The President must give Council at least ten (10) days' notice of any proposed amendments to the Constitution and, when possible, he shall have said amendments published McGill DSS Website.
5. If the amendment does not carry a clause indicating when it comes in effect, then it shall come into effect ten (10) days after ratification.

XVI. Publications-
1. McGill DSS Website-
The McGill DSS shall procure either independently or through either McGill University or the McGill University Medical Students' Society space for online web hosting. Posting of materials online shall be the responsibility of the Vice-President Communications after approval by either the President or the Council in its entirety by means of vote at a Council meeting. Materials posted on the McGill DSS website space shall be for the sole purpose of informing members of McGill DSS activities, Council functioning, and any other materials that may benefit the student body.
McGill University Dental Students' Society

By-Laws

General By-Laws

Membership

1. The membership of the Corporation shall consist of:
   1.1 The applicants for incorporation
   1.2 Any person who is a student registered in the Dentistry Undergraduate Program of McGill University

2. Any member may withdraw from the Corporation by delivering to the Corporation a written resignation and lodging a copy of same with the Secretary of Corporation. There will be no refunds for McGill DSS fees regardless of reason of withdrawal. Exceptions may be made at the discretion of the McGill DSS Council in case of special circumstances.

Meetings of Members

3. The annual general meeting of the members of the Corporation may be held on such day as may be fixed by resolution of the board of directors, upon the call of the President or Vice-President and upon no less than ten days' notice in writing to each member of the Corporation via email mailed to his/her official McGill email account. The AGM may be used to present the annual report of directors, balance sheet, general statement of income and expenditures and the report of the auditor of the Corporation, to elect directors and to transact the general business of the Corporation.

4. Special general meetings of the members of the Corporation may be held at any time upon the call of the President or Vice-President or at the request of the majority of the board of directors or upon written request of no less than one-tenth of the members of the Corporation addressed to the board of directors. Notice of such meeting shall be given to the members in the same manner as herein provided for that of the annual general meeting, which notice shall specify the nature of the business to be transacted thereat.

5. Meetings of members, both annual and special, may be held without previous notice if all the members be present or if all the members sign a written waiver of notice of the time, place, and purpose of such meetings.

6. At any meeting of the members, eleven (11) members present personally shall constitute a quorum for the transaction of business and each member shall be entitled to one vote at an annual or special general meeting of the Corporation.
BOARD OF DIRECTORS

7. The affairs of the Corporation shall be managed by a board of directors consisting of three (3) members of the Corporation whose services will not be remunerated, elected at the annual general meeting of the Corporation or at any special meeting called for such purpose.

8. The board shall have full power and authority to administer and shall have the management of the business and affairs of the Corporation, and may from time to time appoint such committees and sub-committees from amongst the members of the board of the members at large at the board’s discretion and delegate to or vest the same with such powers as may be deemed advisable.

9. Directors, as such, shall not receive any stated remuneration for their services, but by resolution of the board, expenses incurred respecting their attendance at each regular or special meeting of the board may be allowed. Such fixed sum may be paid to the directors as the members may by resolution, determine, provided that nothing herein contained shall be construed to preclude any director from serving the Corporation as an officer or in any other capacity and receiving compensation thereof.

10. In addition to the powers and authority by these by-laws expressly conferred upon them, the board of directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not statute or these by-laws required to be exercised or done by the members of the Corporation at general meetings.

11. Without prejudice to the general power above-mentioned and the power otherwise conferred by statute, the Letters Patent of the Corporation and by other by-laws, it is hereby expressly provided that the board of directors shall have the following powers, that is to say:

11.1 To purchase or otherwise acquire for the Corporation any property, rights, privileges, stocks, bonds, debentures or other securities which the Corporation is authorized to acquire, at such price or consideration and generally on such terms and conditions as they think fit;

11.2 To borrow money upon the credit of the Corporation:
   11.2.1.1 To issue bonds or debentures and pledge or sell the same for such sums and at such prices as may be deemed expedient;
   11.2.1.2 To hypothecate the immovable and moveable property or otherwise affect the moveable property of the Corporation.

11.3 At their discretion to pay for any property, rights, privileges, stocks, bonds, debentures, or other securities acquired by the Corporation, either wholly or partly in money, stocks, bonds, debentures, or other securities owned by the Corporation;

11.4 To sell, lease, or otherwise dispose of any property, real or personal, assets, interest or effects of the Corporation for such price or consideration and generally on such terms and conditions as the board of directors may think fit;
11.5 To appoint any person or Corporation to accept and hold in trust for the Corporation any property belonging to the Corporation or in which it is interested or for any other purpose, and to execute and do all such deeds and things as may be requisite in relation to any such trust;

11.6 To authorize and to determine who shall, in the name and on behalf of the Corporation, draw, accept, make, endorse, sign or otherwise execute and deliver the bills of exchange, cheques, promissory notes, or other securities or undertakings for the payment of money.

MEETING OF THE BOARD OF DIRECTORS/EXECUTIVE

12. Meetings of the board of directors may be called by order of the board or by the President or Vice-President of the Corporation on six (6) days written notice to be delivered via email via email mailed to his/her official McGill email account.

13. Three (3) directors personally present shall constitute a quorum at all meetings of the board of directors.

14. All by-laws and resolutions of directors shall be enacted or adopted at duly convened meetings. Notwithstanding the foregoing, the signature of all the directors of the Corporation to any instrument (which may be signed in counterpart) setting out a by-law or resolution which might be enacted or adopted by the directors shall give to such by-law or resolution the same force and effect as if it had been unanimously enacted or adopted, as the case may be, by vote of the directors at a meeting duly convened and held.

15. If the office of a member of the board of directors shall be or becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors (provided a quorum exists) by a majority vote may elect or appoint a member of the Corporation to fill such vacancy for the balance of the current year or until the next annual general meeting of the Corporation.

COUNCIL

16. The officers of the Council shall be a President, Vice-President, Vice-President of Finance, Vice-President of Communications, Social Committee Representative, Student Society of McGill University Representative, McGill DSS Athletics Representative, and the Presidents of each Class Council.

17. The board of directors may appoint from time to time, one or more Assistant Secretaries/Treasurers or such other officers or designate such other offices as may be necessary for the good administration of the Corporation. Such Assistant positions may respectively perform all the duties of the Secretary and/or Treasurer of the Corporation.
18. The officers of the Council shall be elected annually in accordance with the official McGill DSS Constitution.

**PRESIDENT AND VICE-PRESIDENT**

19. The President, and in his/her absence, the Vice-President, shall preside at all meetings of the members of the Corporation and also all meetings of its board of directors and shall exercise a general supervision over the affairs of the Corporation. If both the President and Vice-President be absent or decline to act, the persons present may choose someone of their number who is a member of the board of directors to be Chairman.

20. The Chairman so acting at any meeting of the members of the Corporation shall have power to exercise a casting vote upon any question raised at the meeting in the event that such casting vote should be required to resolve an equal division of votes by the members.

21. The President or Vice-President, and the Vice-President of Finance shall sign all documents and other instruments requiring execution by the Corporation unless otherwise ordered by resolution of the board of directors.

22. The Vice-President shall be responsible for keeping minutes of meeting of members and of the directors in books provided for that purpose.

**VICE-PRESIDENT FINANCE**

23. The Vice-President Finance (formally known as Treasurer) shall discharge his/her duties faithfully and may be required to give a bond for his/her faithful discharge in such sum and with such sureties as the board of directors shall determine.

24. He/she shall:

   24.1 See that all books, reports, certificated and all other documents and record required by law, including those required according to the Memorandum of Agreement signed with McGill University, are properly kept and filed.

   24.2 Have charge and custody of and be responsible for all funds, securities, books, vouchers, and papers for the Corporation, except such as are under the control of the President, and deposit all such funds and securities in the name of the Corporation in such bank, trust company or other depository as may be designated by the directors of the Corporation.

   24.3 Submit at each meeting of the directors a statement of the financial affairs and financial position of the Corporation as the directors may from time to time determine, if so required by a director.

   24.4 Obtain a detailed audited report of the conditions of the finances of the Corporation from a register Chartered Accountant, in accordance with the Memorandum of Agreement signed with McGill University and provide such documentation to the board of directors upon request.
24.5 Receive and give receipts for moneys due and payable to the Corporation from any source whatsoever

24.6 In general, perform all duties incidental to the office of the Treasurer/VP Finance and such other duties as may be assigned to him from time to time by the board of directors.

SIGNATURE AND CERTIFICATION OF DOCUMENTS

25. Contracts, documents or any instruments in writing requiring the signature of the Corporation shall be signed by any two of the President, Vice-President, or Vice-President Finance, and all contracts, documents, and instruments in writing so signed shall be binding upon the Corporation without any further authorization or formality. The directors shall have power from time to time by resolution to appoint an officer or officers on behalf of the Corporation to sign contracts, documents, and instruments in writing. The seal of the Corporation when required may be affixed to contracts, documents, and instruments in writing signed as aforesaid or by any officer or officers appointed by resolution of the board of directors.

INDEMNIFICATION OF DIRECTORS AND OFFICER

26. Every director or officer of the Corporation and his heirs, legatees, liquidators, assigns, mandataries and other legal representatives, estate, and effect, respectively, shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against:

26.1.1 All costs, charges, and expenses, whatsoever which such director or officer sustains or incurs in or about any action, suit, or proceeding which is brought, commenced or prosecuted against him/her, for or in respect of any act, deed, matter, or thing whatsoever made, done or permitted by him/her, in or about the execution of the duties of his office;

26.1.2 All other costs, charges, and expenses which he sustains or incurs in or about or in relation to the affairs, thereof, except such costs, charges or expenses as are occasioned by his own willful neglect or default.

ADJOURNMENTS

27. If less than a quorum be in attendance at the time for which any meeting of members or directors shall have been called, the meeting may, after lapse of the fifteen minutes from the time appointed for holding the meeting, be adjourned, from time to time by the members present, or by the directors present, as the case may be, for a period not exceeding one month at any one time without notice other than by announcement at the meeting until a quorum shall attend. Any meeting at which a quorum is present may also be adjourned in like manner for such time as may be determined by vote.
At any adjourned meeting at which a quorum shall attend, any business may be transacted which might have been transacted if the meeting had been as originally called.

**AUDITOR**

28. According to the Memorandum of Agreement signed every five years with the McGill University Deputy Provost, the Corporation must obtain an official audited report completed by a registered Chartered Accountant of the finances from the previous fiscal year.

**FINANCIAL YEAR**

29. According to the Memorandum of Agreement signed every five years with the McGill University Deputy Provost, the official financial year used shall be May 1\textsuperscript{st} to April 30\textsuperscript{th} of the following year.

**MAKING, REPEALING OR AMENDING BY-LAWS**

30. In addition to the present by-laws, the board of directors may from time to time make further by-laws for the regulation and management of the business and affairs of the Corporation and may likewise from time to time, repeal or amend the present by-laws, but every such by-law and every repeal, amendment or re-enactment thereof, unless in the meantime approved and confirmed at a special general meeting of the members of the Corporation called for that purpose, shall only have force until the next annual meeting of the Corporation and, in default of confirmation thereat, shall, at and from that time cease to have force.
July 23, 2015

V.P. FINANCE \- TREASURER
MCGILL DENTAL STUDENTS SOCIETY
2001, McGill College Avenue, Suite 500
Montreal, Quebec H3A 1G1

Subject: COMMERCIAL GENERAL LIABILITY INSURANCE - POLICY N°. 160-1920B
INTACT ASSURANCE – FEBRUARY 16, 2015 TO FEBRUARY 16, 2016

Dear Madam/Sir:

We are hereby enclosing the Endorsement modifying your mailing address, as requested. Note that there is no charge for this type of transaction.

We have checked this document and found it to be in accordance. We would, in turn, ask you to read it carefully and advise us of any discrepancy.

As brokers, we are bound to remind you that insurance transactions between an Insured and an Insurer are based on good faith. To safeguard your insurance coverage and comply with policy conditions, you have an obligation, for the entire policy term, to inform your Insurer of any change which might affect the nature of the risk as you have originally declared it to the Insurer on the Application form. Therefore, in order to comply with your insurance policy conditions, you need to advise your broker of any such material change so that your insurer may be notified accordingly. If you have any questions, please do not hesitate to contact your broker.

Hoping everything will be found to be entirely in order.

Best regards
BFL CANADA Risk and Insurance Inc.

Suzanne Gagnon
Commercial Damage Insurance Broker
Client Service Manager
sgagnon@bflcanada.ca
Tel.(514) 905-4329

/sg
encl.
Insured name and postal address
McGill Dental Students' Society
Attn: C/O Erica Abbey
2001 McGill College Avenue Suite 500
Montréal, QC H3A 1G1

Broker
1594
BFL Canada Risques et Assurances inc.
2001, McGill College Suite 2200 MONTREAL QC
H3A 1G1
Phone No. 514 843 3632

General Information
Intact Insurance Company hereinafter called the Insurer.

Type of Document
POLICY CHANGE

Policy Period
From February 16, 2015 To February 16, 2016
12:01 A.M. local time at the postal address of the Insured shown above

Effective Date of Modification
May 29, 2015

Reason for Modification
Change of address

Billing Method
Agency Bill

Additional Premium
$0

Total Policy Premium
$885

This policy contains a clause(s) that may limit the amount payable

[Signature]
Senior Vice President, Quebec
vi. Copy of the Association’s Approved Logo(s)

If other trademarks or logos are developed and/or registered, their use and inclusion here is subject to the prior express approval of the Deputy Provost (Student Life and Learning).

vii.
APPENDIX D

List of On-Campus and of Off-Campus Locations for Distribution of Publications
in accordance with Article 13 of this Agreement

The Association does not publish a newspaper or newsletter.
APPENDIX E

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

A. Conditions Governing the Use of University space:

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.

The Association shall conform to
i) all federal and provincial laws and regulations,
ii) municipal rules and regulations,
iii) its charter documents, by-laws and constitution, and
iv) all applicable University regulations and policies which apply to the use of the buildings.

The Association shall undertake no alternation to the premises without the prior express consent of the university and shall affix no new signs.

All costs related to the operation of the revenue generating activities shall the sole responsibility of the Association.

B. No space has been granted to the Association for revenue-generating activities.
APPENDIX F

University space and/or facilities granted to the
Association in accordance with Article 15

In accordance with articles 15.1 and 15.2, the University shall grant the Association a room at no charge. The room shall constitute the Association’s office from which to conduct its activities and shall constitute the Association’s principle premises.

The Association shall confirm to all (i) federal and provincial law and regulations, (ii) municipal rules and regulations, (iii) all applicable University regulations, guidelines and duly approved policies which apply to the use of University Buildings. The Association will be responsible for any and all municipal fees or taxes that may become due in the occupation of the Location.

The Association operates from a location at 2001 McGill College Street.
APPENDIX G

In accordance with Article 6, the following lists the recognized clubs, groups or services of the Association.

PART I: RECITALS

A. Definitions:

All groups, clubs, services, activities of the Association granted club or service 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 November 1, 2015;
ii. that names appearing in the first column entitled "Names" are the Names approved by the Association;
iii. that the 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, 2016) 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 Dental Students' [insert e.g. Investment] Club, or
- McGill [insert e.g. Italian] Dental Students' Association, or
- DSS [insert], or
- [insert e.g. Martial Arts Club] – DSS

Category II: For Groups affiliated or affiliating with an external organization including political parties
- DSS or McGill (Dental) Students for [e.g. Make a Wish]; or
- DSS or McGill (Dental) Students Supporting [e.g. Make a Wish]; or
- DSS or McGill (Dental) Students' Chapter of [e.g. Make a Wish]; or
- DSS [e.g. Make a Wish, Cystic Fibrosis etc.]; or
- [e.g. Make a Wish, Cystic Fibrosis etc.] – DSS;
- [e.g. Make a Wish, Cystic Fibrosis etc.] at DSS.

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

- McGill (Dental) Students' \{insert e.g. Marketing Club\}, or
- DSS \{insert e.g. tutorial service\}, or
- \{insert e.g. Tutorial Service\} – DSS

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 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 (Student Life and Learning). McGill reserves the right to withdraw its permission for any club at any time and for whatever reason.

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

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>DATE</th>
<th>DESCRIPTION OF ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Apart from the Association’s Class Councils, the Association has no clubs, groups or services.

Part III EXECUTIVES

President: president.dss@mail.mcgill.ca
VP: vice-president.dss@mail.mcgill.ca
VP Finance: vpfinance.dss@mail.mcgill.ca
VP Socials: vpsocial.dss@mail.mcgill.ca
VP Sports: vpsports.dss@mail.mcgill.ca
VP Communications: vpcommunications.dss@mail.mcgill.ca