MEMORANDUM OF AGREEMENT

BETWEEN

MEMORANDUM OF AGREEMENT

BETWEEN

McGILL UNIVERSITY

AND

EDUCATION UNDERGRADUATE SOCIETY OF McGILL UNIVERSITY INC. / ASSOCIATION ÉTUDIANTS ET ÉTUDIANTES EN ÉDUCATION 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. Textbooks and Casebooks
20. Term and Review
21. Notice
22. Entire Agreement
23. Language

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

BETWEEN

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

(hereinafter referred to as "the University")

AND

EDUCATION UNDERGRADUATE SOCIETY OF McGill UNIVERSITY INC. / ASSOCIATION ÉTUDIANTS ET ÉTUDIANTES EN ÉDUCATION DE L'UNIVERSITÉ McGill INC. having its principal office at 3700 McTavish Street in the City and District of Montréal, Province of Québec, H3A 1Y2

(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 by Letters Patent issued pursuant to Part III of the Companies Act (Québec), NEQ 1141288887;

WHEREAS in April 2005 the Association was accredited under the Loi sur l'accréditation et le financement des associations d'élèves ou d'étudiants (L.R.Q. chapitre A-3.01) as EDUCATION UNDERGRADUATE SOCIETY OF McGill UNIVERSITY INC. / ASSOCIATION DES ÉTUDIANTS et ÉTUDIANTES EN ÉDUCATION DE L'UNIVERSITÉ McGill INC. as representing all undergraduate students in the Faculty of Education of McGill University; and

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 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 Education.

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. The Association may request 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 and applicable law 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, 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 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 University 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 30th.

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 non-exclusive 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 "EDUCATION UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY INC. / ASSOCIATION DES ÉTUDIANTS et ÉTUDIANTES EN ÉDUCATION 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 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. 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 EdUS, an undergraduate students' association at McGill University"

  -or-

  "Operated by the EdUS, an undergraduate students' association at McGill University."

6.5 Neither the Association, nor any of its Groups, shall use or integrate the tradename, 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. 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 1st and August 31st) after the receipt of such notice in which to resolve and/or remedy the matter.
9. LIQUOR PERMITS

9.1 The Association shall apply for and maintain in its name all necessary liquor permits for any event it, and any of its clubs, groups or services may hold from time to time for its own purposes. Such permits shall be restricted to events and receptions in the Education Building at 3700 McTavish Street.

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 réunion class liquor permits, 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 McGill Education students;

10.1.5 all undergraduate education 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.

10.2 The Association shall provide the Deputy Provost (Student Life and Learning) annually 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 Association Groups for the following academic year in accordance with Article 6 herein and the Recitals appearing in Appendix G; 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 1st and August 31st) 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 Notwithstanding the foregoing, 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.

11.6 Any condition of default shall be subject to a prescription period of three (3) years.

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 Whether in hard copy or in electronic form, the Association shall display on the title page of the Publication, the Association's logo and the name of the Publication as well as the following notice immediately below the Publication's name:

"Published by the Education Undergraduate Society."

13.1.2 The Publication shall also contain the following notice on the second page in at least 9-point font:

"The publication is by published the Education Undergraduate Society, a student society of McGill University. The content of this publication does not necessarily represent the views of the Education Undergraduate Society or of McGill University."

13.2 The Publication shall not display the McGill name, crest or logo in the title page or on its masthead.

13.3 The parties recognize that 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.

13.4 The Association may distribute the Publication at no cost by leaving copies at defined locations in the buildings designated by the University.

13.4.1 The list of Approved On-campus 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).

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

a) no off-campus distribution is permitted without the prior written permission of the manager of those off-campus locations and the authorization from the Deputy Provost (Student Life and Learning);

b) no off-campus distribution shall be permitted in public places including sidewalk boxes;

c) authorization of the Deputy Provost (Student Life and Learning) is revocable upon demand;

d) no changes shall be made to this list appearing as Appendix D without the prior approval and authorization of the Deputy Provost (Student Life and Learning).
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), which is strictly prohibited.

13.6 It is understood that subject to the provisions in this Agreement, 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 All costs, taxes and fees associated with the use of the space or facilities that may become due is the responsibility of the Association.

14.6 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 Montréal 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 appear in Appendix F at no charge for the term of this Agreement and 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) and 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 the University premises listed in either Appendix E or F.

15.5 Subject to six (6) months’ notice sent no earlier than September 1st and no later than April 30th 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.eduusmcgill.ca within the Associations’ own independent interactive website;
17.6 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 Association’s 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 1st, 2016 and ending on May 31st, 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 soient rédigés dans la langue anglaise.*
AND THE PARTIES HAVE SIGNED:

For the EDUCATION UNDERGRADUATE STUDENT SOCIETY INC.

Per: Brennan McCamley
    President

Per: Abigail Héroux-Millington
    Vice-President (Finance)

Date: 2016-01-29

For McGill UNIVERSITY

Per: Professor Olivier Dyens
    Deputy Provost (Student Life and Learning)

Per: Professor Dilson Rassler
    Dean of Education

Date: Feb 1, 2016
        Feb 11, 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>Next Referendum date</th>
<th>Opt Out</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Undergraduate Education Improvement Fund</td>
<td>15/FT; 7.50 PT</td>
<td>201309</td>
<td>201809</td>
<td>Fall 2018</td>
<td>no</td>
<td>renewed for Winter 2016 for 3 years; no change in amount</td>
</tr>
<tr>
<td>Education Undergrad Society</td>
<td>$4/FT; $0 PT</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>no</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$25 FT; $12.50 PT</td>
<td>201209</td>
<td>201801</td>
<td>Spring 2018</td>
<td>no</td>
<td>renewed Spring 2015 for 3 years; no change in amount</td>
</tr>
</tbody>
</table>

NB: Excludes exchange students who do not pay fees to McGill
**APPENDIX B**

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

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $200</td>
<td>$200</td>
<td>$250</td>
<td>$300</td>
<td>$350</td>
<td>$400</td>
<td>$450</td>
</tr>
<tr>
<td>$200-999</td>
<td>$450</td>
<td>$500</td>
<td>$550</td>
<td>$600</td>
<td>$650</td>
<td>$700</td>
</tr>
<tr>
<td>$200,000-149,999</td>
<td>$800</td>
<td>$850</td>
<td>$900</td>
<td>$950</td>
<td>$1100</td>
<td>$1200</td>
</tr>
<tr>
<td>$150,000-199,999</td>
<td>$925</td>
<td>$1000</td>
<td>$1125</td>
<td>$1250</td>
<td>$1350</td>
<td>$1500</td>
</tr>
<tr>
<td>$200,000-249,999</td>
<td>$1200</td>
<td>$1250</td>
<td>$1300</td>
<td>$1365</td>
<td>$1450</td>
<td>$1600</td>
</tr>
<tr>
<td>$250,000 or more</td>
<td>$1850</td>
<td>$1950</td>
<td>$2100</td>
<td>$2200</td>
<td>$2400</td>
<td>$2500</td>
</tr>
</tbody>
</table>
APPENDIX C

Documents in accordance with Article 10 of this Agreement

Includes copies of:

i. Confirmation of Accreditation under the Quebec law
ii. Annual Declaration of Incorporation 2015
iii. Constitution and By-laws
v. Copy of the Audited Financial Statements 2015
Québec, le 29 avril 2005

Monsieur Bruce Shore
Doyen des services aux étudiants
Brown Student Services Building
Suite 4100
3600, rue McTavish
Montréal (Québec) H3A 1Y2

Objet : Accréditation de l’Association des étudiants et étudiantes en éducation de l’Université McGill Inc (AÉÉÉ/EDUS)

Monsieur le Doyen,

Par la présente, conformément à l’article 17 de la Loi sur l’accréditation et le financement des associations d’élèves ou d’étudiants (chapitre A-3.01), je vous transmets copie des certificats d’accréditation que je viens d’accorder à l’Association des étudiants et étudiantes en éducation de l’Université McGill Inc.

En conséquence de cette accréditation, l’Association détient désormais le droit exclusif de représenter tous les étudiants et étudiantes de premier cycle inscrits à des activités de formation dispensées par la Faculté des sciences de l’éducation de l’Université McGill. L’accréditation lui confère également les droits prévus à la section V du chapitre III de la loi précitée, de même que ceux prévus au chapitre V.

Je vous rappelle qu’aux termes de l’article 18 de la Loi, l’Université a le devoir d’afficher la décision de l’agent d’accréditation, accompagnée d’un avis informant les étudiants intéressés des procédures d’appel. Vous trouverez ci-jointe copie des articles de loi pertinents.

En vous remerciant de votre collaboration, je vous prie d’agréer, Monsieur le Doyen, l’expression de mes sentiments distingués.

Guy Major
Agent d’accréditation

c. c. Mme Annie Sabourin, AÉÉÉ/EDUS
M. Roger Slee, Faculté des sciences de l’éducation

1035, rue De La Chevrerie, 19e étage
Québec (Québec) G1R 5A5
Téléphone : (418) 528-0074
Télécopieur : (418) 644-3090
www.meq.gouv.qc.ca
Recherche d'entreprise au registre des entreprises

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

Renseignements en date du 2015-11-12 12:23:34

**État des informations**

**Identification de l'entreprise**

Numéro d'entreprise du Québec (NEQ) 1141288887
Nom ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES EN ÉDUCATION DE L'UNIVERSITÉ MCGILL INC.
Version du nom dans une autre langue EDUCATION UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY INC.

**Adresse du domicile**

Adresse 3700 rue McTavish
Montréal (Québec) H3A1Y2
Canada

**Adresse du domicile élu**

Nom de l'entreprise ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES EN ÉDUCATION DE L'UNIVERSITÉ MCGILL INC.
Nom de la personne physique Woody
Nom de famille Matt
Prénom

Adresse 3700 rue McTavish
Montréal (Québec) H3A1Y2
Canada

Date d'immatriculation 1994-11-02
Statut Immatriculée
Date de mise à jour du statut 2001-03-30
Date de fin de l'existence Aucune date de fin d'existence n'est déclarée au registre.

https://www.registreentreprises.gouv.qc.ca/RQAnonymeGR/GR/GR03/GR03A2_19A_PI... 11/12/2015
Revenu Québec - État de renseignements d'une personne morale au registre des entreprises  

**Forme juridique**

<table>
<thead>
<tr>
<th>Forme juridique</th>
<th>Personne morale sans but lucratif</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date de la constitution</td>
<td>1994-11-02 Constitution</td>
</tr>
<tr>
<td>Régime constitutif</td>
<td>QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C. C-38)</td>
</tr>
<tr>
<td>Régime courant</td>
<td>QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C. C-38)</td>
</tr>
</tbody>
</table>

**Dates des mises à jour**

| Date de mise à jour de l'état de renseignements | 2015-01-28 |
| Date de la dernière déclaration de mise à jour annuelle | 2015-01-28 2014 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2015 | 2015-11-18 |
| 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**

1° secteur d'activité

<table>
<thead>
<tr>
<th>Code d'activité économique (CAE)</th>
<th>9861</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activité</td>
<td>Organisations civiques et amicales</td>
</tr>
<tr>
<td>Précisions ( facultatives )</td>
<td>ASSOCIATION D'ÉTUDIANTS</td>
</tr>
</tbody>
</table>

2° secteur d'activité

Aucun renseignement n'a été déclaré.

**Nombre de salariés**

9861

https://www.registreentreprises.gouv.qc.ca/RQAnonymeGR/GR/GR03/GR03A2_19A_PI... 11/12/2015
### Nombre de salariés au Québec

Aucun

### Administrateurs, dirigeants et fondé de pouvoir

#### Liste des administrateurs

<table>
<thead>
<tr>
<th>Nom</th>
<th>Fonctions actuelles</th>
<th>Adresse</th>
</tr>
</thead>
<tbody>
<tr>
<td>DALTON, MEGHAN</td>
<td>Président</td>
<td>880, ALLUM AVE. KINGSTON (ONTARIO) K7M7A1</td>
</tr>
<tr>
<td>VALELA, CATIA</td>
<td>Vice-président</td>
<td>19 av. Woolmer Pointe-Claire (Québec) H9R2G8 Canada</td>
</tr>
<tr>
<td>TAMS, KELLY</td>
<td>Vice-président</td>
<td>85 rue Amherst Beaconsfield (Québec) H9W5Y7 Canada</td>
</tr>
<tr>
<td>LACHANCE, GRAEME</td>
<td>Administrateur</td>
<td>4365 rue Néo Montréal (Québec) H9H2S1 Canada</td>
</tr>
<tr>
<td>JACKSON, NIGEL</td>
<td>Vice-président</td>
<td>110-560 rue Behrens Montréal (Québec) H8R3E4 Canada</td>
</tr>
</tbody>
</table>

https://www.registreentreprises.gouv.qc.ca/RQAnonymeGR/GR/GR03/GR03A2_19A_PI... 11/12/2015
Nom de famille | Woody
Prénom | Matt
Date du début de la charge | 2014-05-01
Date de fin de la charge | 
Fonctions actuelles | Président
Adresse | 3700 rue McTavish Montréal (Québec) H3A1Y2 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

<table>
<thead>
<tr>
<th>Type de document</th>
<th>Date de dépôt au registre</th>
</tr>
</thead>
<tbody>
<tr>
<td>DÉCLARATION DE MISE À JOUR ANNUELLE 2014</td>
<td>2015-01-28</td>
</tr>
<tr>
<td>Déclaration annuelle 2001</td>
<td>2012-04-23</td>
</tr>
<tr>
<td>DÉCLARATION DE MISE À JOUR ANNUELLE 2011</td>
<td>2012-03-30</td>
</tr>
<tr>
<td>Déclaration annuelle 2010</td>
<td>2010-11-01</td>
</tr>
<tr>
<td>Déclaration annuelle 2009</td>
<td>2010-10-26</td>
</tr>
<tr>
<td>Avis de défaut</td>
<td>2010-04-20</td>
</tr>
<tr>
<td>Déclaration annuelle 2008</td>
<td>2008-12-05</td>
</tr>
<tr>
<td>Déclaration annuelle 2007</td>
<td>2008-12-05</td>
</tr>
<tr>
<td>Avis de défaut</td>
<td>2008-04-23</td>
</tr>
<tr>
<td>Déclaration annuelle 2006</td>
<td>2006-08-09</td>
</tr>
<tr>
<td>Déclaration annuelle 2005</td>
<td>2006-07-12</td>
</tr>
<tr>
<td>Avis de défaut</td>
<td>2006-06-20</td>
</tr>
<tr>
<td>Déclaration annuelle 2004</td>
<td>2004-12-02</td>
</tr>
<tr>
<td>Déclaration annuelle 2003</td>
<td>2004-08-18</td>
</tr>
</tbody>
</table>

https://www.registreentreprises.gouv.qc.ca/RQAnonymeGR/GR/GR03/GR03A2_19A_PI... 11/12/2015
<table>
<thead>
<tr>
<th>Type de document</th>
<th>Date de dépôt au registre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avis de défaut</td>
<td>2004-05-20</td>
</tr>
<tr>
<td>Déclaration annuelle 2002</td>
<td>2003-03-25</td>
</tr>
<tr>
<td>Avis de défaut</td>
<td>2002-05-23</td>
</tr>
<tr>
<td>Déclaration annuelle 2000</td>
<td>2001-03-30</td>
</tr>
<tr>
<td>Déclaration annuelle 1999</td>
<td>2001-03-30</td>
</tr>
<tr>
<td>Déclaration annuelle 1998</td>
<td>2001-03-30</td>
</tr>
<tr>
<td>Arrêté de révocation de radiation</td>
<td>2001-03-30</td>
</tr>
<tr>
<td>Radiation d'office</td>
<td>2000-05-05</td>
</tr>
<tr>
<td>Avis de défaut</td>
<td>1999-05-22</td>
</tr>
<tr>
<td>Déclaration annuelle 1997</td>
<td>1998-01-26</td>
</tr>
<tr>
<td>Déclaration annuelle 1996</td>
<td>1997-12-09</td>
</tr>
<tr>
<td>Avis de défaut</td>
<td>1997-07-30</td>
</tr>
<tr>
<td>Déclaration annuelle 1995</td>
<td>1997-03-13</td>
</tr>
<tr>
<td>Avis de défaut</td>
<td>1996-06-08</td>
</tr>
<tr>
<td>Déclaration initiale</td>
<td>1995-05-17</td>
</tr>
<tr>
<td>Lettres patentes</td>
<td>1994-11-02</td>
</tr>
</tbody>
</table>

**Index des noms**

Date de mise à jour de l'index des noms 2001-03-30

**Nom**

<table>
<thead>
<tr>
<th>Nom</th>
<th>Versions du nom dans une autre langue</th>
<th>Date de déclaration du nom</th>
<th>Date de déclaration du retrait du nom</th>
<th>Situation</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES EN ÉDUCATION DE L'UNIVERSITÉ MCGILL INC.</td>
<td>EDUCATION UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY INC.</td>
<td>1994-11-02</td>
<td>En vigueur</td>
<td></td>
</tr>
</tbody>
</table>

**Autres noms utilisés au Québec**

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

© Revenu Québec, 2015
**POLICE N° / POLICY NO.**

160-2466B REPLACING 3356232

**ASURÉ / INSURED**

MCGILL FACULTY OF EDUCATION/EDUCATION UNDERGRADU 3700, MCTAVISH ST., SUITE 179 B MONTREAL, QC H3A 1Y2

**DURÉE DU CONTRAT**

À N'01, heure normale, à l'adresse stipulée aux présentes jour Mois An. Jour Mois An.

29 11 2014 29 11 2015 RENEWAL Day Month Year Day Month Year 12:01 AM standard time at the address as stated here.

**TRANSACTION / TRANSACTION**

PRISE D'EFFET DU CHANGEMENT

Day Month Year

EFFECTIVE DATE OF MODIFICATION

Day Month Year

A1

**SUBJECT TO THE GENERAL AND ADDITIONAL CONDITIONS**

LOCATION  -1 -

3700 MCTAVISH ST MONTREAL

**INSURED'S BUSINESS:**

STUDENT ORGANIZATION

**DETAIL OF COVERAGE**

<table>
<thead>
<tr>
<th>NO</th>
<th>DESCRIPTION</th>
<th>CO-INSURANCE</th>
<th>FORM</th>
<th>LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>COMMERCIAL GENERAL LIABILITY - CIVICA STANDARD</td>
<td>091.0-4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>LIMITS OF INSURANCE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>EACH OCCURRENCE LIMIT</td>
<td></td>
<td>2 500</td>
<td>2 000 000</td>
</tr>
<tr>
<td></td>
<td>PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT</td>
<td></td>
<td>2 000 000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>PERSONAL AND ADVERTISING INJURY LIMIT</td>
<td></td>
<td>2 000 000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>GENERAL AGGREGATE LIMIT</td>
<td></td>
<td>2 000 000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TENANTS' LEGAL LIABILITY LIMIT</td>
<td></td>
<td>500</td>
<td>250 000</td>
</tr>
<tr>
<td></td>
<td>MEDICAL EXPENSE LIMIT</td>
<td></td>
<td>50 000</td>
<td></td>
</tr>
</tbody>
</table>

**FORM OF BUSINESS:** ORGANIZATION

BUSINESS DESCRIPTION AND LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

STUDENT ORGANIZATION : 3700 MC TAVISH STREET, SUITE B179, MONTREAL, QC, H3A 1Y2

QPF NO. 6 - QUEBEC AUTOMOBILE INSURANCE POLICY (NON-OWNED FORM)

EXTENSIONS OF COVERAGE - CIVICA SUPERIOR

**COMMON EXCLUSIONS**

**DECLARATION OF EMERGENCY ENDORSEMENT**

ADDITIONAL INSURED

MCGILL UNIVERSITY

ADDITIONAL INSURED: BUILDING OR PREMISES (0313).

IT IS AGREED THAT MCGILL UNIVERSITY IS ADDED AS AN ADDITIONAL INSURED BUT ONLY IN RESPECT OF:

THE NAMED INSURED'S LIABILITY ARISING FROM THE USE OF THE BUILDING OR PREMISES LOCATED AT:

**PAGE 1**

Fait par l'Assureur

The insurer has executed this policy

Premier vice-président, Division du Québec
Senior Vice President, Quebec Division
### Conditions particulières

**Declarations**

**POLICE N° / POLICY NO.**

160-2466B REPLACING 3356232

**ASSURÉ / INSURED**

MCGILL FACULTY OF EDUCATION/EDUCATION UNDERGRADUA
3700, MC TAVISH ST., SUITE 179 B
MONTREAL, QC
H3A 1Y2

**DURÉE DU CONTRAT**

À 0 h 0, heure normale, à l'adresse stipulée aux présentes
jour Mens An jour Mens An
29 11 2014 29 11 2015 RENEWAL

**LOCATION**

3700 MC TAVISH STREET,
SUITE #179, MONTREAL, QUEBEC, H3A 1Y2

**WITH REGARDS TO THE COMMERCIAL GENERAL LIABILITY INSURANCE OF THIS POLICY, ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THE EXACT NAME OF THE INSURED MCGILL UNIVERSITY AND THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING DIFFERENCES IN CONDITIONS PROGRAM - ACADEMIC STUDENTS ASSOCIATIONS**

**COMMERCIAL POLICY**

**PRIME D'EFFET DU CHANGEMENT**

<table>
<thead>
<tr>
<th>Jour</th>
<th>Mens</th>
<th>An</th>
</tr>
</thead>
<tbody>
<tr>
<td>29 11 2014</td>
<td>29 11 2015</td>
<td>RENEWAL</td>
</tr>
</tbody>
</table>

**AMOUNT DUE : $1 390**

---

**La présente assurance est consentie sur la base des déclarations consignées aux conditions particulières et moyennant le paiement de la prime.**

**IN CONSIDERATION OF THE PREMIUM STATED, THE INSURER WILL INDEMNIFY THE INSURED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE POLICY.**

**DATED OF 20-10-2014 SEQ. 00**

---

**EmergenCy NuMber**

**IF YOU HAVE A SERIOUS LOSS AFTER REGULAR BUSINESS HOURS, PLEASE CALL > 1 866 464 2424**

---

**Fait par l'Assureur**

The Insurer has executed this policy

**Premier vice-président, Division du Québec**

Senior Vice President, Quebec Division
CONDITIONS PARTICULIÈRES À UNE POLICE COLLECTIVE / SUBSCRIPTION POLICY – SPECIAL CONDITIONS

La signature apparaissant au verso n'est valable qu'en ce qui concerne les risques en regard desquels Intact Compagnie d'Assurance est désignée comme Assureur. Chaque Assureur garantit l'Assuré contre les risques dédiés comme couverts, à concurrence des montants inscrits en regard de son nom dans la liste des «Assureurs participants». Pour l'exécution du présent contrat, on entend par «Assureur» chacun des assureurs individuellement et non solidaires.

The signature shown on the face of this form applies only to coverages for which Intact Insurance Company is stated as Insurer. The Insurers severally and not jointly agree, each for the sum insured set against its name in the list of Subscribing Companies, to indemnify the Insured as provided and limited in this policy.

LA CLAUSE SUIVANTE NE S'APPLIQUE QUE SI MENTION EN EST FAITE AILLEURS DANS LE CONTRAT.

GARANTIE HYPOTHÉCAIRE

(Texte approuvé par le Bureau d'Assurance du Canada)

1. Violation du contrat
Ne saura être opposable aux créanciers hypothécaires, les actes, négligences ou déclarations des propriétaires, locataires ou occupants des biens assurés, notamment en ce qui concerne les transferts d'intérêts, la vacance ou l'occupation ou l'affectation liés à des fins plus dangereuses que celles déclarées.

Les créanciers hypothécaires sont tenus de déclarer promptement à l'Assureur (si ce dernier leur est connu), les circonstances qui aggravent les risques stipulés dans le police et qui résultent de leurs faits et gestes si elle sont de nature à influencer de façon importante un assureur dans l'établissement du taux de prime, l'appréciation du risque ou la décision de maintenir l'assurance, à charge pour eux d'acquitter, sur demande raisonnable, les surtirimes afférentes aux aggravations dépassant les normes d'acceptation fixées pour le présent contrat et cela au tarif établi à cet égard et pour la durée du contrat restant à courir à compter du début des aggravations en question.

2. Subrogation
À concurrence des indemnités versées par lui aux créanciers hypothécaires, l'Assureur est subrogé dans les droits de ces derniers contre les débiteurs ou propriétaires auxquels il se croit justifié de donner un motif de non-garantie, les créanciers hypothécaires n'en demeurant pas moins en droit de recouvrer le solde de leurs créances avant que la subrogation ci-dessus puisse être exercée. L'Assureur se réserve cependant le droit d'acquérir les créances intégralement, auquel cas il a droit au transfert de celles-ci et de toutes les sûretés les garantissant.

3. Pluralité d'assurances
Si d'autres assurances sont, à quelque titre que ce soit, acquises aux créanciers hypothécaires, les indemnités qu'ils peuvent en recevoir doivent être prises en ligne de compte pour la détermination des sommes qui leur sont payables.

4. Présentation des demandes d'indemnité
En cas d'absence ou incapacité de l'Assuré, ou s'il refuse ou néglige de présenter les déclarations de sinistre ou formulaires de demandes d'indemnité exigés par le contrat, ces déclarations peuvent être faites par les créanciers hypothécaires, dès qu'ils sont au courant des sinistres, les formulaires de demande devaient donc être produits par eux dans les meilleurs délais.

5. Cessation ou modification
Les effets de la présente clause prennent fin en même temps que le contrat.

L'Assureur se réserve cependant le droit de résilier le contrat, à charge pour lui de se conformer aux dispositions de l'article 2477 du Code civil du Québec, et de donner aux créanciers hypothécaires, par courrier recommandé, un préavis de quinze jours de toute résiliation ou modification pouvant leur causer préjudice.

6. Transfert de droits
Si les créanciers hypothécaires ou leurs ayants droit acquièrent, par saisisse ou autrement, les titres ou les droits de propriété des biens assurés, ils ont droit dès lors au bénéfice de la présente assurance tant qu'elle demeure en vigueur.

Aux conditions ci-dessus (lesquelles doivent par ailleurs prévaloir en ce qui concerne les intérêts des créanciers hypothécaires contre toutes celles du contrat entrant en conflit avec elles), les sinistres sont payables directement aux créanciers hypothécaires ou à leurs ayants droits.

THE FOLLOWING CLAUSE SHALL APPLY ONLY WHEN SO STATED IN THE POLICY.

STANDARD MORTGAGE CLAUSE

(Approved by the Insurance Bureau of Canada)

IT IS HEREBY PROVIDED AND AGREED THAT:

1. Breach of conditions by mortgagee, owner or occupant
This insurance and every documented renewal thereof - AS TO THE INTEREST OF THE MORTGEE ONLY THEREIN - is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the Mortgagee, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk.

Provided always that the Mortgagee shall promptly notify the Insurer (if known) of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it; and that every increase of risk (not permitted by the policy) shall be paid for by the Mortgagee - at reasonable demand - from the date such risk existed, according to the established scale of rates for the acceptance of such increase risk, during the continuance of this insurance.

2. Right of subrogation
Whenever the Insurer pays the Mortgagee any loss under this policy and claims that - as to the Mortgagee or Owner - no liability therefor existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

3. Other insurance
If there be other valid and collectible insurance upon the property with loss payable to the Mortgagee - at law or in equity then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.

4. Who may give proof of loss
In the absence of the insured or the inability, refusal or neglect of the insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.

5. Coverage period
The term of this Mortgage Clause coincides with the term of the policy.

Cancellation or amendment
Provided always that the Insurer reserves the right to cancel the policy as provided by Article 2477 of the Civil Code of Quebec, but agrees that the Insurer will neither cancel nor amend the policy to the prejudice of the Mortgagee without 15 days' notice to the Mortgagee by registered letter.

6. Transfer of title
Should title or ownership to said property become vested in the Mortgagee and/or assignees as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assignees.

Subject to the terms of this Mortgage Clause and these shall supersede any policy provisions in conflict therein.BUT ONLY AS TO THE INTEREST OF THE MORTGEEED, loss under this policy is made payable to the Mortgagee.

RÉSILIATION – CANCELLATION

En contrepartie de la ristourne indiquée ci-dessous, dont l'Assuré accuse par les présentes réception, le présent contrat est résilié et remis à l'Assuré.

In consideration of the return premium stated below, the receipt of which is hereby acknowledged, this policy is hereby terminated and surrendered to the Insurer.

<table>
<thead>
<tr>
<th>DATE DE LA RÉSILIATION</th>
<th>MÉTHODE DE RÉSILIATION</th>
<th>RAISON</th>
<th>SI LE CONTRAT EST REMPLACE</th>
<th>RISTOURNE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jour</td>
<td>Tarif courte durée</td>
<td>HOW CANCELLED</td>
<td>QUI REPLACE</td>
<td>RETURN PREMIUM</td>
</tr>
<tr>
<td>Mois</td>
<td>Priorité</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>An</td>
<td>Short rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Cancellation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Day</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Month</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SIGNATURES:

CRÉANCIER / BENEFICIARY

ASSURÉ / INSURED
EDUCATION UNDERGRADUATE SOCIETY

BY-LAWS

By-Law I - Electoral and Referenda Regulations

Article 1: General
Article 2: General Elections
Article 3: Referenda Committees
Article 4: Withdrawals
Article 5: Campaigning
Article 6: Campaign Funds
Article 7: Sanctions for Campaign Violations
Article 8: Polling
Article 9: Scrutineering
Article 10: Voting
Article 11: The Count
Article 12: Tie Votes
Article 13: Announcement of Results
Article 14: Invalidation and Disqualification
Article 15: Appeals

By-Laws II - Terms of Reference of Committees

Article 1: Safe Halloween Committee
Article 2: Telethon of Stars
Article 3: Career Day Committee
Article 4: Locker Awareness Committee
Article 5: Faculty Student Service Committee
Article 6: Election of Councillors to Committees
Article 7: Election of Student Representatives to Committees
Article 8: Election of Chairpersons to Recognized Groups of Council

By-Law III - Society Staff

Article 1: Hiring
Article 2: Payment

By-Law IV - Remuneration and Volunteer Recognition

Article 1: General
Article 2: Remuneration for Council
Article 3: Volunteer Recognition

BY-LAW 1 - ELECTORAL AND REFERENDA REGULATIONS

Article 1 - General

1.1 The Chief Returning Officer (hereinafter referred to as the CRO) shall be advised by the Vice-President Academic, in consultation with the President.

1.2 The CRO shall review all nominations and petition forms after they have been submitted to the Society's office.

1.3 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.

1.4 Neither candidates nor members of YES and NO committees may work for the CRO.

Article 2 - General Elections

2.1 Nominations for executive officers, representatives (hereinafter referred to as reps) to Council shall be opened for at least twelve (12) days and shall close at least twelve (12) days before the election. The last five (5) days of the nomination period shall not fall during the general University study week.

2.2 The deadline for nominations for any elected position shall be extended by five (5) working days if fewer than two (2) candidates are nominated for that position.

2.3 The Education Senator will be elected in accordance with the Students' Society of McGill University (hereinafter referred to as SSMU) elections.

2.4 Nominations must be signed by the number of members of the Society as follows:
   - One hundred (100) for nominations for executive officers;
   - Seventy-five (75) for nominations for reps to Council

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

2.6 After September 30, reps to Council may be appointed by the executive committee.

2.7 The CRO shall arrange and promote a meeting for all candidates for the executive officer positions to be held at least five (5) working days before the election.
Article 3 - Referenda Committees

3.1 Council may pass a motion forming a YES and NO committee for accepted referenda questions. YES and NO committees may be formed by members of the Society provided that a petition signed by one hundred (100) members of the Society and the name of a chairperson and a signed list of committee members are submitted to the CRO at least ten (10) days prior to the opening of the polls.

3.2 Council, in consultation with the CRO, shall establish spending limits for referenda campaigns. YES and NO committees are entitled to equal financial support from the Society, amounting to a maximum of $10 each.

3.3 There shall be a campaign period of at least seven (7) days prior to the dates of the referendum. Notice of the referendum shall appear in the McGill Tribune and/or McGill Daily prior to the opening of polls. The Educational Undergraduate Society (hereinafter referred to as EdUS) will assume the cost and the responsibility of placing said notice.

Article 4 - Withdrawals

4.1 Withdrawals of referenda questions will be accepted by the CRO until 24 hours before the day of the first poll.

Article 5 - Campaigning

5.1 The CRO shall submit to the last meeting of the fall term of Council a schedule of Elections outlining the dates for the opening and closing of nominations, as well as the date(s) of the poll(s).

5.2 One poster shall not exceed eighteen (18") x twenty-four (24") inches in dimensions and shall be posted in a place in the Education building designated by the CRO. The other posters may not exceed eight and a half (8 ½") x eleven (11") inches. These posters may be exhibited by not distributed.

5.3 Each building has its own regulations regarding the posting of notices, posters, etc. Each poster must be posted in compliance with said regulations.

5.4 No election or referendum poster whatsoever may be placed outdoors.

5.5 No banners supported a candidate, position, slate or referenda question may be hung on University grounds. A banner is defined as anything larger than a poster as defined in Article 4.2 of this By-Law.
5.6 No publication supported either directly or indirectly by funds obtained from the Society fees may express or imply anything but a neutral attitude in an article, editorial, advertisement or letter towards any candidate or position in a Society election or referendum. This does not apply to the McGill Tribune or the McGill Daily.

5.7 No candidate or campaign committee shall have access to radio features or public service announcements either directly or indirectly (excluding news coverage).

5.8 During the campaign period, all candidates with an on-air position shall forego programming and broadcasting their shows. Likewise, all candidates who have Editorial duties with either the McGill Tribune or the McGill Daily will refrain from fulfilling those duties during the aforementioned period.

5.9 No handbills shall:
- be of a size larger than five and half (5 1/2") x eight and a half (5 1/2") inches;
- have more than one (1) leaf, but two (2) sides are permissible.

5.10 Handbills may not be posted.

5.11 All publicity will be produced on recycled paper.

5.12 All campaign material, along with proper receipts, shall be presented to the CRO before being distributed. The CRO shall have the right to prohibit its use if the publication contravenes the rules outlined in Article 5.

5.13 Campaigning shall end at 00:00 hours on the day regular polls open.

Article 6 - Campaign Funding

6.1 Each candidate for the positions of President, Vice-President Academic, Vice-President Finance, Vice-President Communications, Vice-President Internal, and Vice-President External shall be permitted to spend a maximum of fifty dollars ($50) on campaign materials. Departmental reps and SSMU Rep to Council will be allowed twenty-five ($25) on campaign materials.

6.2 A slate is a group of at least three (3) candidates who are running together for Executive positions. Such a slate shall be permitted to spend a maximum of one hundred dollars ($100) on campaign materials.

6.3 All who receive at least ten percent (10%) of the total vote shall be entitled to reimbursement by the Society of the amounts spent on campaign materials. The Senator will fall into accordance with SSMU elections.
6.4 The CRO shall review all receipts as per Article 5.11 of this By-Law and shall make a summary of said receipts available to all candidates, the Vice-President Finance, and interested parties within seven (7) days of the end of the campaign period.

6.5 Each candidate for an executive officer position shall be entitled to request an inquiry into the campaign spending of another candidate within five (5) days of the end of the campaign period.

6.6 In each case of an inquiry, the CRO shall evaluate the campaign spending of the candidate concerned on the basis of the fair market value of his/her campaign materials. Fair market value shall be defined as the “lowest price for a given product without special concession or discount available in Montreal region to all persons who approach a person or company that sells or deals in that product or service”. The CRO shall contact three major suppliers in the Montreal region and shall adopt the lowest price as the fair market value.

6.7 The CRO shall complete all inquiries within seven (7) days of the end of the campaign period.

Article 7 - Sanctions for Campaign Violations

7.1 Material that contravenes the Constitution, By-Laws, and Policy Manual of the Society will be confiscated by the CRO.

7.2 In the case of an election, the CRO is empowered to invalidate the election of any successful candidate who has continued to use material confiscated by the CRO. In the case of a referendum, the CRO is empowered to invalidate the referendum if it is discovered that a committee on the prevailing side of the question had continued to misuse material confiscated by the CRO.

7.3 Any violation of the campaign funding rules shall result in the disqualification of the candidate or the referendum, as the case may be.

Article 8 - Polling

8.1 The CRO shall hire at least two (2) poll clerks for each polling station. Members of Council, the editorial staff of campus publications which are published more than six (6) times per year, and paid employees of the Society are not eligible. A list with the names of polling clerks and polling stations for any election or referendum shall be provided upon request to candidates and YES and NO committees. Candidates and chairs of YES and NO committees are entitled to the removal, for cause, or any poll clerk. The CRO’s decision regarding the removal of any poll clerk shall be final.

8.2 Each poll clerk is responsible for the functioning of his/her poll station as follows:
- removal of candidates' election or committees referendum posters from the general area of the polling station;
- informing candidates of committee members that they are not permitted to loiter in the general area of a polling station;
- ensuring the secrecy of the vote
- taking steps (including, if necessary, the refusal to allow more than a single voter at a time at or near the polling station) to prevent disorderly conduct at or near the polling station, particularly if such conduct is of a nature which may induce any voter to vote in a particular way;
- reporting any breaches of, or irregularities in the above to the CRO immediately

8.3 Should any complaints concerning the way in which a poll is being conducted be received by the CRO, steps to remedy the situation shall be taken immediately

**Article 9 - Scrutineering**

9.1 Each candidate or committee is entitled to the services of one scrutineer at each poll. Anyone intending to act in such a capacity must present upon request of the poll clerk an explicitly written authorization signed by the candidate or chairperson of the committee.

9.2 A scrutineer is entitled to object to the conduct the poll. Such objection shall be made to the CRO.

9.3 A scrutineer who abuses his/her rights by acting in an unreasonable manner may be expelled from the poll by the poll clerk.

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

**Article 10 - Voting**

10.1 The date, time, and locations of the polls will be published in both the McGill Tribune and the McGill Daily. Polls who locations have not been published shall be deemed unofficial and all ballots cast at an unofficial poll will be null and void, unless all candidates or committees involved agree otherwise before the opening of the poll concerned.

10.2 At the time designated by the CRO for the closing of any poll, electors who are waiting in line may vote. No electors shall thereafter be admitted to the waiting line.

10.3 An elector may vote at any open poll during an election or referendum.
10.4 Under no circumstances may a student be allowed to vote without a student identification card. No appeals on this matter shall be considered.

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

10.6 A record shall be kept of every person voting in an election by a method determined by the CRO.

Article 11 - The Count

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

11.2 If the vote is to be manually tabulated, a ballot is to be rejected if
- there is no clear indication of preference for a single candidate or response to a referendum question
- the initials of the poll clerk do not appear on the ballot paper

11.3 Any electoral candidate or YES or NO committee chairperson may request a recount which will take place before that person, the CRO, and an opponent.

11.4 The CRO must retain all records and ballots pertaining to the election or referendum for a fourteen (14) day period.

11.5 All complaints, protests, or petitions for recount must be made to the CRO no later than five (5) days after closing of the polls. They must be made in written form and signed by the electoral candidate or chairperson of the YES or NO committee.

Article 12 - Tie Votes

12.1 If two or more leading candidates have received an equal number of votes, a new election will be held with only the names of those candidates appearing on the ballot.

12.2 In the event of a tie, a referendum question shall be deemed defeated.

Article 13 - Announcements of Results

13.1 Upon completion of the ballot counting, the CRO shall announce publicly the results of the election and submit the results in writing to the President.
Article 14 - Invalidation and Disqualification

14.1 In the case of any grave violations of this Constitution or By-Laws on the part of the candidate, candidates committee, or referendum committee such as ballot stuffing, interference with voting, persistence of illegal distribution of campaign material, etc., the CRO will invalidate an election or referendum if, in his/her opinion, a violation of the Constitution, By-Laws, and electoral regulations has adversely affected the outcome of that election or referendum. In making this decision, the CRO will consider the conduct of the parties and the seriousness of the violations.

Article 15 - Appeals

15.1 All appeals to the Judicial Board regarding the conduct of an election or referendum shall be made within forty-eight (48) hours of the decision of the CRO.

BY-LAW II - TERMS OF REFERENCE COMMITTEES

Article 1 - Safe Halloween Committee

1.1 There shall be a standing committee of Council know as the Safe Halloween committee which shall:
   - work with CJAD radio station to put on Safe Halloween at the Montreal Forum
   - recruit volunteers from McGill University

1.2 The Safe Halloween committee shall be chaired by a member of Council.

Article 2 - Telethon of Stars

2.1 There shall be a standing committee of Council known as the Telethon of Stars committee which shall:
   - work with representatives of the Telethon of Stars to raise money for research into childrens' diseases;
   - do fundraising on McGill’s campus

2.2 The committee shall be chaired by a member of Council.

Article 3 - Career Day Committee

3.1 There shall be a committee of Council known as the Career Day committee.

3.2 The committee shall be composed of the Vice-President External as chairperson, one (1) member of Council, and one (1) member of the Society.
Article 4 - Locker Committee

4.1 There shall be a committee of Council known as Locker Committee which will issue lockers throughout the academic year and collect locks by April 30th.

4.2 The committee shall be composed of the Vice-President Administration as chairperson, one (1) member of Council, and one (1) member of the Society.

Article 5 - Faculty Student Services Committee

5.1 There shall be a committee known as the Faculty Student Services Committee which will:
- review the services in the building
- make recommendations to improve them

5.2 The committee shall be composed of the Vice-President Administration as chairperson, one (1) member of Council, and one (1) member of the Society.

Article 6 - Elections of Councillors to Committees of Council

6.1 Each year, at its first (1st) regular meeting, Council shall open nominations for those committees of Council positions open to councillors. The nomination period will remain open for at least seven (7) days. Elections will take place by secret ballot at the following regular meeting of Council. Unfilled positions remain open until such time that they are filled.

6.2 All councillors, other than executive officers, are required to sit on at least one (1) committee of Council.

Article 7 - Election of Student Representatives to Committees of Council

7.1 At the first meeting of Council, student members’ applications will be considered. At the second (2nd) meeting of Council, they will be elected to the committees through secret ballot. If Council deems it necessary, the applicants will be interviewed for further information before a vote is taken.

Article 8 - Election of Chairperson for Recognized Groups of Council

8.1 At the first meeting of Council, student members will be considered for Chairs of Graduation Ball Committee, Update Editor, Social Coordinator. At the second (2nd) meeting of Council, they will be elected as Chair through secret ballot. If Council deems it necessary, the applicants will be interviewed for further information before a vote is taken.
BY- LAW III - SOCIETY STAFF

Article 1 - Hiring

1.1 If Council deems it necessary to hire staff, it will do so by Council vote, passed by simple majority.

Article 2 - Payment

2.1 Payment will depend on Council vote, passed by simple majority and the amount of work that the person is required to do.
BYLAW IV - REMUNERATION AND VOLUNTEER RECOGNITION

Article I - General

1.1 This remuneration By-Law shall apply only to members of the Society but does not preclude members of the Society from being hired by the Society for certain staff positions under normal hiring procedures.

1.2 Payment of any type of remuneration to an individual shall cease in the event of the resignation or removal of that individual.

1.3 Council may terminate the remuneration of any individual who fails to perform his/her duties, subject to appeal to the Judicial Board.

1.4 Except as hereinbefore provided, no member of the Society shall receive money, gifts, accommodation or any other item of value which requires, or is likely to require, expenditure or outlay by the Society.

Article 2 - Remuneration for Council

2.1 Any Executive or Councillor or Coordinator of recognized groups by Council shall be given an honorarium, issued by the President, at the end of the year. The total amount of the honorarium will be $2,000 divided among the Councillors deserving of the award. Individual honoraria will not exceed $200.

2.2 Criteria for receiving the total honorarium shall be based on:
   - fulfillment of duties;
   - regular attendance at Council meetings;
   - regular attendance at Committee meetings.

Article 3 - Volunteer Recognition

3.1 After each event of the Society, volunteers shall be rewarded so that the EdUS can show their appreciation.
EDUCATION UNDERGRADUATE SOCIETY OF McGill UNIVERSITY
CONSTITUTION

Part I- The EdUS

Article 1 - Name

1.1 The Society shall be known as the Education Undergraduate Society (EdUS) of
McGill University or l'Association des étudiants et étudiantes en éducation de
l'Université McGill (AÊÉÉ), hereinafter the EdUS.

Article 2 - Purpose

2.1 The EdUS shall act to unify all its members through the representation and promotion
of their welfare and interests.

2.2 The EdUS shall provide activities and services to enhance the educational,
professional, cultural, environmental, and social conditions of its members and its
community.

2.3 The EdUS shall be recognized by its members, the Student Society of McGill
University, the Senate, and the Board of Governors of McGill as the sole representative
of its members.

Article 3 - Membership

3.1 All undergraduate students registered at McGill University in the Faculty of
Education shall be considered members of the EdUS, subject to payment of fees
prescribed in Article 4.

Article 4 - Membership Fees

4.1 The EdUS Council shall establish a society fee, which
shall be paid by every member of the EdUS:

4.0.1 Members who are full-time Bachelor of Education students (as defined by McGill
University) shall pay one hundred percent (100%) of the society fee.

4.0.2 Members who are part-time Bachelor of Education students (as defined by McGill
University) shall pay fifty percent (50%) of the society fee.

4.0.3 Members who are full-time and part-time Bachelor of Education & Science students
or full-time and part-time Bachelor of Education & Music students (as defined by McGill
University) shall pay fifty percent (50%) of the society fee.

4.0.4 The EdUS shall allocate money to the Students Association of Physical Education
and Kinesiology (SAPEK) to the amount of the full EdUS fee for each of their members.

4.0.5 The EdUS shall allocate money to the Music Education Undergraduate Student
Association (MEdUSA) to the amount of fifty-percent of the EdUS fee for each of their
4.2 The society fee shall be collected from each member by the Cashier of McGill University and forwarded to the EdUS.

4.3 Any change in the society fee shall be subject to ratification by the EdUS’ members voting in a referendum called for this purpose.

Article 5 - Finances

5.1 The fiscal year of the EdUS shall begin on May first (1st), and run to April thirtieth (30th) of the following year.

5.2 March first (1st) to April thirtieth (30th) shall be a transition period for financial officers of the EdUS.

5.3 A budget must be drawn and finalized no later than September thirtieth (30th) of each year.

5.4 The finances of the EdUS shall be independently audited by May thirty-first (31st) of each year.

5.5 The annual financial statement of the EdUS, including the auditor’s report, shall be made available to EdUS members upon request by September thirtieth (30th).

5.6 The EdUS shall not operate at a deficit.

Part II - Organization

Article 6 - Power and Duties of EdUS Council

6.1 The governing body of the EdUS shall be known as the Legislative Council (hereinafter, Council), and shall be empowered to make all decisions and take all actions on behalf of the EdUS.

6.2 The term of office of members of the EdUS council shall be from May first (1st) to April thirtieth (30th).

6.4 The Executive positions of President and Vice-President, Finance may only be held by one person at a time.

Article 7 - Composition of Council

7.1 The council shall be composed of: (a) the members of the Executive Committee as defined in Article 10; (b) representatives of each of the following programs:
- a representative from each year of the Kindergarten and Elementary program (U1 to U4)
- a representative from each year of the Secondary program (U1 to U4)
- a representative from the Second Language programs (TFSL/TESL)
- a representative from the Physical Education and Kinesiology program
- a representative from the Music Education program
(c) an Education representative to SSMU council
(d) an Education representative to the University Senate
(e) the Recording Secretary
(f) the Speaker of Council (non-voting)

7.2 The Education Representative to SSMU Council shall: (a) serve as a liaison between Council and the SSMU; (b) advance the interests of Education students within the SSMU; (c) receive specific mandates from Council to be executed at the SSMU.

7.3 The Education Representative to the University Senate shall: (a) serve as a liaison between Council and the University Senate; (b) advance the interests of Education students within the University Senate; (c) receive specific mandates from Council to be executed at the University Senate.

7.4 The Education Representative to the First-Year Committee of Council shall: (a) serve as a liaison between Council and the FYCC; (b) serve as a liaison between Council and the First-Year Office; (c) advance the interests of education students within the FYCC and the First-Year Office; (d) receive specific mandates from Council to be executed at the FYCC.

7.5 The Tutoring Coordinator shall: (a) answer and respond to tutoring requests; (b) monitor the tutors that register and keep track of the numbers; (c) publicize the tutoring service in educational institutions; (d) publicize tutoring opportunities for Education students; (e) update the tutoring website regularly as well as liaising with the Vice-President Communications regarding the EdUS website.

7.6 The Recording Secretary shall: (a) take the minutes of Council; (b) prepare the documents for Council meetings; (c) transmit minutes at the following meeting of council.

7.7 No one member or position of the EdUS may hold more than one voting seat on Council.

7.8 In the case of the Representative to SSMU position not being filled, an EdUS executive will sit on SSMU Council until the position is filled.

7.9 No member of the EdUS may hold the same position for more than two consecutive academic years. Article 8 - Meetings of Council

8.1 Quorum for a meeting shall be half (50%) of its voting members.

8.2 The Council shall hold regular meetings at least twice a month, while classes are in
session during the fall and winter semesters, except if a motion to that effect is passed through Council by a vote of two thirds (2/3) in favour of the motion.

8.3 Except where otherwise specified in this Constitution and By-Laws, voting and procedure shall be as specified in the newest edition of *Roberts' Rules of Order Newly Revised*.

8.4 Notice to all meetings shall be given to all members of Council at least three (3) days in advance. In pressing and substantial cases, the President or Executive Committee may call an emergency meeting.

8.5 All EdUS Council meetings shall be open to its members with the exception stated in Article 8.6

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

Article 9 - Committees of Council

9.1 Council may establish ad-hoc committees as it deems necessary and define the terms of reference of those committees.

Article 10 - Executive Committee

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

10.2 The Executive Committee shall be mandated to meet at least twice a month.

10.3 The Executive Committee shall be composed of: (a) the President; (b) the Vice-President Academic; (c) the Vice-President Communication; (d) the Vice-President External; (e) the Vice-President Finance; (f) the Vice-President Internal; (g) the Recording Secretary (non-voting)

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

Article 11 - Powers and Duties of Executive Officers

11.1 The Executive Committee shall ensure communication between Council and the members of the EdUS.

11.2 The Executive Committee shall act as Council from the beginning of their mandate in May until the first meeting of Council.

11.3 The Executive Committee shall submit to each regular meeting of Council a report
of all matters with which it has dealt since the previous meeting of council

11.4 The President shall: (a) coordinate and supervise the affairs of the EdUS; (b) be the official spokesperson for the EdUS in a manner consistent with the policies set up by council; (c) call and preside over meetings of the Executive Committee; (d) set the agenda and call meetings of Council (e) coordinate relations between the EdUS and the administration, as well as other student groups through sitting on the following councils and committees:

- Faculty Council

- Presidents’ Roundtable (f) enforce the Constitution and the By-Laws of the EdUS (g) act as co-signing officer of the EdUS finances

11.5 The Vice-President Academic shall: (a) be responsible for all educational and curricular concerns of the EdUS; (b) be responsible for the representation of the EdUS on the following non-exhaustive list of committees (committee names subject to change):

- Faculty Council - Undergraduate Student Affairs Committee (USAC) - Academic Policy Committee (APC) - Undergraduate Curricular Committee (UCC) - Department of Integrated Studies in Education (DISE) - McGill Academic Roundtable (MART)

11.6 The Vice-President Communications shall: (a) be responsible for managing the EdUS office:

- office supplies;

- filing (b) be responsible for the student lounge (c) be responsible for the enforcements of the EdUS in the following areas:

- bulletin boards and showcases; - non-smoking policy; - locker policy; - space needs;

(d) be responsible for the EdUS website; (e) be responsible for communication between the EdUS and Education students (g) take minutes at meetings in the Recording Secretary absence

11.7 The Vice-President External shall: (a) organize and oversee the Career Fair; (b) act as a liaison to outside organizations (c) organize any community involvement areas (d) lobby the municipal and provincial government (e) organize any conventions, workshops, or teacher resources

11.8 The Vice-President Finance (a) makes sure all regulations of the EdUS be enforced; (b) prepare the EdUS budget; (c) oversee all expenses and budgeting of EdUS events; (d) manage and account for Spirit Store and locker funds (e) manage the insurance coverage of the EdUS; (f) manage exterior requests for funding by EdUS; (g) act as co-signing officer of the EdUS finances (h) will initiate and strive to complete the audit for the fiscal year for which they were the VP Finance and ensure the
smooth transition of the auditing process for their successor

11.9 The Vice-President Internal (a) organize activities that promote school spirit and facilitates networking between students; (b) organize any fundraising or charitable activities; (c) organize Graduation Ball (d) organize EdUS' participation in any Frosh or Orientation activities

Part III - Elections and Referenda

Article 12 - General Elections

12.1 All members of the EdUS shall be eligible to vote in EdUS elections.

12.2 There shall be a set of Electoral By-Laws inscribed in the By-Laws of the EdUS. Elections shall be conducted in accordance with this Constitution and By-Laws.

12.3 Elections are passed by plurality.

Article 13 - Electoral Officers

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

13.2 A decision made by the CRO concerning the interpretation of articles in this Constitution and By-Laws regarding elections and referenda, shall be considered binding, subject to an appeal to the Judicial Board.

Article 14 - Eligibility

14.1 All members of the EdUS in satisfactory standing, as determined by McGill University, shall be eligible to stand for elections to any of the EdUS Executive positions, or as Education representative to the SSMU.

14.2 All elected individuals must remain members of the EdUS throughout their mandate.

Article 15 - Procedures

15.1 Elections shall be held between February first (1st) and March thirty-first (31st).

15.2 If necessary for the purpose of referenda or by-elections, another election period may take place between October first (1st) and November fifteenth (15th).

15.3 The polling period shall last at least two (2) days. 15.4 The date of the polling period must be set by the EdUS Council at a meeting at least twenty-one (21) days before the start of the polling period.
Article 16 - Referenda

16.1 All members of the EdUS shall be eligible to vote in EdUS referenda.

16.2 The CRO shall ensure that referenda questions are clear, concise and do not violate the Constitution and By-Laws (unless they are proposed amendments to this Constitution and By-Laws).

16.3 Referenda shall be passed by simple majority.

16.4 Each referendum question shall deal with one and only one issue.

16.5 Quorum for all referenda shall be eight percent (8%) of the EdUS. 16.5.1 If quorum is not met in the case of a fee-renewal referendum, the fee fails, but may be brought to the Society in the next possible election period, and if it passes, can be levied retroactively.

16.6 Any fee imposed by referendum must be brought back to a subsequent referendum in three (3) years.

16.7 The referendum question shall be presented in both official languages of the EdUS.

Article 17 - Procedure

17.1 A referendum may be initiated either by a resolution passed by two-thirds (2/3) vote of Council or by student initiation through a petition signed by a least seventy-five (75) members of the Society.

17.2 Referenda may only take place during the periods specified in Articles 15.1 and 15.2.

17.3 A Council-initiated referendum question must be presented to Council as a written motion and signed by at least four (4) voting members of Council. The motion shall then be inscribed on the agenda of the next meeting of Council at which time it will be discussed and voted upon. If passed it will be put to the EdUS during the following referendum period.

17.4 In the case of a referendum initiated by Council, the wording of the referendum question must be ratified by the Council a minimum of twenty-one (21) days prior to the opening of the polling.

17.5 Should a student-initiated referendum and a Council passed referendum questions contradict each other, the first question submitted to the CRO shall take precedence.

Part IV - Judicial Board

Article 18 - Judicial Board

18.1 The Judicial Board of the Students' Society of McGill University shall be the final
authority on: (a) the interpretation of the Constitution and By-Laws of the EdUS; (b) the interpretation and legality of any motion passed by Council; (c) the interpretation and legality of the Referendum question;
(d) any decision made by the CRO

18.2 The Judicial Board of the Students' Society shall have the power to declare invalid any act of the Council or the Committees of Council which derogates from the Constitution and By-Laws of the EdUS.

18.3 All decisions of the Judicial Board shall be binding upon all involved parties, and no appeals will be permitted.

18.4 All members of the EdUS shall have the right to petition the Judicial Board on matters falling within the EdUS' authority, as set out herein.

**Part V - Removal from Office**

**Article 19 - Procedures**

19.1 Any member of the Executive or Representative to the SSMU may be removed from office for impropriety, violation of the provisions of this Constitution and By-Laws, delinquency of duties or misappropriation of funds.

19.2 A motion to remove a member of the Executive or Representative to SSMU must be presented in writing to the President and signed by at least five (5) members of the Council, or seventy-five (75) members of the EdUS and distributed to all members of the Council at a regular meeting of the EdUS council. A person against whom a motion to remove is directed shall be afforded the opportunity to respond to the allegations made at Council.

19.3 Quorum for a motion to remove shall be two-thirds \((2/3)\) majority of Council. 19.4 Passage of a motion to remove shall required two-thirds \((2/3)\) majority vote of Council. 19.5 Anyone removed from office shall have the right to appeal to the Judicial Board. **Part VI - Miscellaneous Provisions** Article 20 - Language of the Society 20.1 English and French are the official languages of the EdUS

20.2 Members of the EdUS may use either official languages at all meetings and in all documentation of the EdUS

20.3 All official documentation of the EdUS must be available in both languages upon request

**Article 21 - Freedom of Information**

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

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

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

Part VII - The Constitution

Article 22 - Superseding Clause

Article 22.1 This Constitution repeals and supersedes all previous constitutions. Article

23 - Language of the Constitution

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

23.2 The English and French texts of this Constitution are equally authoritative.

Article 24 - By-Laws of the Constitution

24.1 Appended to this Constitution are a set of By-Laws, which may be adopted by Council as it sees fit, providing that such By-Laws conform to the principles embodied in this Constitution.

24.2 Quorum for a motion to enact, amend, or rescind a By-Law of the EdUS shall be two-thirds (2/3)

24.3 Passage to enact, amend, or rescind a By-Law shall require two-thirds (2/3) majority of Council

Article 25 - Amendments to the Constitution

25.1 This Constitution may only be amended by a referendum conducted in accordance with Part III of the Constitution.

25.2 The existing wording as well as the proposed constitutional amendments shall be provided every polling station during the referendum.

25.3 All amendments to this Constitution shall be adopted in both official languages.

Approved by referendum in February 2005.
EDUCATION UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY

FINANCIAL STATEMENTS

APRIL 30, 2014

(UNAUDITED)
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review Engagement Report</td>
<td>1</td>
</tr>
<tr>
<td>Statement of Financial Position</td>
<td>2</td>
</tr>
<tr>
<td>Statement of Operations</td>
<td>3</td>
</tr>
<tr>
<td>Statement of Changes in Net Assets</td>
<td>4</td>
</tr>
<tr>
<td>Statement of Cash Flows</td>
<td>5</td>
</tr>
<tr>
<td>Notes to Financial Statements</td>
<td>6-9</td>
</tr>
</tbody>
</table>
REVIEW ENGAGEMENT REPORT

To the Directors of
Education Undergraduate Society of McGill University

We have reviewed the statement of financial position of Education Undergraduate Society of McGill University as at April 30, 2014 and the statements of operations, changes in net assets and cash flows for the year then ended. Our review was made in accordance with Canadian generally accepted standards for review engagements and, accordingly, consisted primarily of inquiry, analytical procedures and discussion related to information supplied to us by the Association.

A review does not constitute an audit and, consequently, we do not express an audit opinion on these financial statements.

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 review procedures. Accordingly, our review of receipts from this source was limited to the amounts recorded in the records of the Association and we were not able to determine whether any adjustments might be necessary to revenues, deficiency of revenues over expenses, assets and net assets.

Except for the failure, as described in the preceding paragraph, based on our review, nothing has come to our attention that causes us to believe that these financial statements are not, in all material respects, in accordance with Canadian accounting standards for not-for-profit organizations.

The comparative figures have been reviewed by another public accountant.

---

Montreal, December 3, 2015

1 CPA auditor, CA, public accountancy permit No. A1 18902
EDUCATION UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
STATEMENT OF FINANCIAL POSITION
AS AT APRIL 30, 2014
(UNAUDITED)

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>7,672</td>
<td>52,447</td>
</tr>
<tr>
<td>Accounts receivable</td>
<td>94,430</td>
<td>57,551</td>
</tr>
<tr>
<td></td>
<td>102,102</td>
<td>109,998</td>
</tr>
<tr>
<td>Capital assets (Note 3)</td>
<td>4,727</td>
<td>1,033</td>
</tr>
<tr>
<td></td>
<td>106,829</td>
<td>111,031</td>
</tr>
<tr>
<td><strong>LIABILITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts payable and accrued liabilities</td>
<td>11,980</td>
<td>4,506</td>
</tr>
<tr>
<td><strong>NET ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Invested in capital assets</td>
<td>4,727</td>
<td>1,033</td>
</tr>
<tr>
<td>Unrestricted</td>
<td>90,122</td>
<td>105,492</td>
</tr>
<tr>
<td></td>
<td>94,849</td>
<td>106,525</td>
</tr>
<tr>
<td></td>
<td>106,829</td>
<td>111,031</td>
</tr>
</tbody>
</table>

On behalf of the Board,

________________________, Director

________________________, Director
## Statement of Operations
### For the Year Ended April 30, 2014
(UNAUDITED)

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student fees</td>
<td>63,837</td>
<td>81,382</td>
</tr>
<tr>
<td>Social events and internal activities</td>
<td>12,406</td>
<td>14,490</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>76,243</td>
<td>95,872</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amortization</td>
<td>755</td>
<td>443</td>
</tr>
<tr>
<td>Bad debt expense</td>
<td>-</td>
<td>612</td>
</tr>
<tr>
<td>Interest and bank charges</td>
<td>331</td>
<td>130</td>
</tr>
<tr>
<td>Clothing</td>
<td>13,021</td>
<td>7,787</td>
</tr>
<tr>
<td>Donations</td>
<td>1,515</td>
<td>1,515</td>
</tr>
<tr>
<td>Insurance</td>
<td>-</td>
<td>750</td>
</tr>
<tr>
<td>Maintenance</td>
<td>1,209</td>
<td>3,436</td>
</tr>
<tr>
<td>Meals and meetings</td>
<td>2,998</td>
<td>4,169</td>
</tr>
<tr>
<td>Office supplies and stationery</td>
<td>6,899</td>
<td>2,874</td>
</tr>
<tr>
<td>Professional fees</td>
<td>1,113</td>
<td>2,000</td>
</tr>
<tr>
<td>SAPEK student fees</td>
<td>-</td>
<td>3,000</td>
</tr>
<tr>
<td>Scholarship</td>
<td>59,413</td>
<td>80,155</td>
</tr>
<tr>
<td>Social events and internal activities</td>
<td>665</td>
<td>408</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>87,919</td>
<td>110,538</td>
</tr>
<tr>
<td><strong>Deficiency of revenues over expenses</strong></td>
<td>(11,676)</td>
<td>(14,666)</td>
</tr>
</tbody>
</table>
EDUCATION UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
STATEMENT OF CHANGES IN NET ASSETS
FOR THE YEAR ENDED APRIL 30, 2014
(UNAUDITED)

<table>
<thead>
<tr>
<th></th>
<th>Invested in capital assets</th>
<th>Unrestricted</th>
<th>2014 Total</th>
<th>2013 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance, beginning of year</td>
<td>1,033</td>
<td>105,492</td>
<td>106,525</td>
<td>121,191</td>
</tr>
<tr>
<td>Deficiency of revenues over expenses</td>
<td>(755)</td>
<td>(10,921)</td>
<td>(11,676)</td>
<td>(14,666)</td>
</tr>
<tr>
<td>Investment in capital assets</td>
<td>4,449</td>
<td>(4,449)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance, end of year</td>
<td>4,727</td>
<td>90,122</td>
<td>94,849</td>
<td>106,525</td>
</tr>
</tbody>
</table>
EDUCATION UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED APRIL 30, 2014
(UNAUDITED)

<table>
<thead>
<tr>
<th>Item</th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deficiency of revenues over expenses</td>
<td>(11,676)</td>
<td>(14,666)</td>
</tr>
<tr>
<td>Item not requiring cash</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amortization of capital assets</td>
<td>755</td>
<td>443</td>
</tr>
<tr>
<td>Net change in non-cash working capital items</td>
<td>(10,921)</td>
<td>(14,223)</td>
</tr>
<tr>
<td>Investing activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acquisition of capital assets</td>
<td>(4,449)</td>
<td>-</td>
</tr>
<tr>
<td>Proceeds from maturity of term deposit</td>
<td>-</td>
<td>67,000</td>
</tr>
<tr>
<td>Decrease in cash and cash equivalents</td>
<td>(44,775)</td>
<td>(4,775)</td>
</tr>
<tr>
<td>Cash and cash equivalents, beginning of year</td>
<td>52,447</td>
<td>57,222</td>
</tr>
<tr>
<td>Cash and cash equivalents, end of year</td>
<td>7,672</td>
<td>52,447</td>
</tr>
</tbody>
</table>

Cash and cash equivalents consist of cash.
1. Statutes of incorporation and nature of activities

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

The Association aims to promote activities among undergraduate students of the faculty of education at McGill University.

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.

Revenues from social events and internal activities are recognized in the period that the activities occurred.

Cash and cash equivalents

The Association's policy is to disclose bank balances under cash and cash equivalents, which could include bank overdrafts with balances that fluctuate frequently from being positive to overdrawn.

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 and accounts receivable.

Financial liabilities measured at amortized cost include accounts payable and accrued liabilities.
2. Significant accounting policies (continued)

Financial instruments (continued)

Impairment

Financial assets measured at cost are tested for impairment when there are indicators of possible impairment. The Association determines whether a significant adverse change has occurred in the expected timing or amount of future cash flows from the financial asset. If this is the case, the carrying amount of the asset is reduced directly to the higher of the present value of the cash flows expected to be generated by holding the asset, and the amount that could be realized by selling the asset at the statement of financial position date. The amount of the write-down is recognized in the statement of operations. The previously recognized impairment loss may be reversed to the extent of the improvement, provided it is no greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized previously. The amount of the reversal is recognized in the statement of operations.

Capital assets

Capital assets are accounted for at cost. Amortization is calculated on their respective estimated useful lives using the declining balance method at the following rates:

<table>
<thead>
<tr>
<th>Asset Type</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer equipment</td>
<td>30%</td>
</tr>
<tr>
<td>Furniture and fixtures</td>
<td>20%</td>
</tr>
</tbody>
</table>

Impairment of long-lived assets

A long-lived asset is tested for impairment whenever events or changes in circumstances indicate that its carrying amount may not be recoverable. An impairment loss is recognized when the carrying amount of the asset exceeds the sum of the undiscounted cash flows resulting from its use and eventual disposition. The impairment loss is measured as the amount by which the carrying amount of the long-lived asset exceeds its fair value.

Contributed services

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

In addition, volunteers contribute many hours per year to the Association to ensure service delivery. Due to the difficulty in determining the fair value of contributed services, they are not recognized in the financial statements.
2. Significant accounting policies (continued)

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.

3. Capital assets

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer equipment</td>
<td>2,417</td>
<td>1,694</td>
<td>723</td>
<td>1,033</td>
</tr>
<tr>
<td>Furniture and fixtures</td>
<td>4,449</td>
<td>445</td>
<td>4,004</td>
<td>-</td>
</tr>
<tr>
<td>Total</td>
<td>6,866</td>
<td>2,139</td>
<td>4,727</td>
<td>1,033</td>
</tr>
</tbody>
</table>

4. 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 statement of financial position date of April 30, 2014.

Liquidity risk

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. The Association is exposed to this risk mainly in respect of accounts payable and accrued liabilities.

Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The Association's main credit risks relate to its accounts receivable. The Association provides credit to its clients in the normal course of its operations.
5. **Economic dependence**

The Association receives student fees from tuition paid to McGill University to ensure the continuity of its operations.

6. **Comparative figures**

Certain figures for 2013 have been reclassified to make their presentation identical to that adopted in 2014.
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).
APPENDIX D

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

The Association does not produce publications.
APPENDIX E

University space and/or facilities granted to the Association in accordance with Article 14 of this Agreement

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 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 principle premises.

EDUS Office  Basement  Education Bldg.

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.
APPENDIX G

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

LIST OF ASSOCIATION'S GROUPS

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 Education [insert e.g. Investment] Club, or
• McGill [insert e.g. Italian] Students’ Association, or
• EdUS [insert], or
• [insert e.g. Martial Arts Club] – EdUS

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

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 (Education) Students’ [insert e.g. Marketing Club], or
• EdUS [insert e.g. tutorial service], or
• [insert e.g. Tutorial Service] – EdUS
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].edus@mail.mcgill.ca
**Part II.** In accordance with Article 6, the following lists the Association’s Groups

Only those 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 Education Undergraduate Society (of McGill University)"
(c) EdUS 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) EdUS shall ensure that all Groups conform to the conditions set out in this Agreement.

Only one email address for each club, groups or services may be requested and shall take the form: [initials].edus@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 (Student Life and Learning).

McGill reserves the right to withdraw its permission for any group at any time and for whatever reason.

<table>
<thead>
<tr>
<th>NAME</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category I: For Groups other than those affiliated or affiliating with external organizations</td>
<td></td>
</tr>
<tr>
<td>Student Association of Physical Education and kinesiology</td>
<td></td>
</tr>
<tr>
<td>Music Education Undergraduate Students' Association</td>
<td></td>
</tr>
<tr>
<td>Category II: For Groups affiliated or affiliating with an external organization including political parties</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Category III: For Sports Clubs or Teams</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Category IV: For Association Services and Media</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>
Part III – EXECUTIVES’ Email Addresses

president.edus@mail.mcgill.ca
academic.edus@mail.mcgill.ca
finance.edus@mail.mcgill.ca
internal.edus@mail.mcgill.ca
external.edus@mail.mcgill.ca
communication@mail.mcgill.ca