

FINAL May 15, 2012

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**McGILL UNIVERSITY**

**AND**

**McGILL ASSOCIATION OF CONTINUING EDUCATION STUDENTS**

**(MACES)**



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

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

(hereinafter referred to as the "University" or "McGill")

**AND** **McGILL ASSOCIATION OF CONTINUING EDUCATION STUDENTS (M.A.C.E.S)**, an incorporated association having its principal premises at 3437 Peel Street in the City and District of Montreal, Province of Quebec,

(hereinafter referred to as the "Association" or "MACES")

**WHEREAS** the University and MACES, entered into an agreement dated November 1991 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 MACES 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 the members of MACES for said purposes;

**WHEREAS**, MACES was incorporated on September 27, 1989 by Letters Patent issued pursuant to Part III of the *Companies Act (Québec)*;

**WHEREAS**, MACES was accredited on December 19, 1990 under the *Act Respecting the Accreditation and Financing of Students Associations*;

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

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

## 1. COLLECTION OF ASSOCIATION FEES

- 1.1 Subject to the approval of the Board of Governors of the University, the University shall collect in each of the fall, winter, spring and summer sessions during the term of the present Agreement all fees from continuing education students duly registered at the University and assessed by the MACES, such fees (the "MACES Fees") to be used by MACES for its operating expenses and in support of the MACES' student-related activities. The current MACES Fee Schedule appears as **Appendix A** hereto.
- 1.2 MACES Fees shall be included in the total student fee assessed by the University in respect of continuing education students and all University regulations and procedures pertaining to the assessment, collection and distribution of fees shall apply thereto.
- 1.3 The distribution of the Association's fees shall be as follows:
  - i. **The first distribution** of MACES Fees shall be paid to MACES on September 15<sup>th</sup> and shall reflect fee assessments from June 1<sup>st</sup> to August 31<sup>st</sup>.
  - ii. **The second distribution** of MACES Fees shall be paid on November 15<sup>th</sup> and shall reflect the balance of the fall term assessments as at October 31<sup>st</sup>. There shall be no hold back of fees for either of these remittances.
  - iii. **The third distribution** of MACES Fees shall be paid on February 15<sup>th</sup> and shall reflect the winter term fee assessments as at January 31<sup>st</sup>. 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 1<sup>st</sup> to May 31<sup>st</sup>.
  - iv. **The final distribution** of MACES Fees shall be paid on June 15<sup>th</sup> and shall reflect assessment as at May 31<sup>st</sup> less the 1% fee for bad debt charges (in accordance with section 1.4), the Annual Administrative Fee (in accordance with section 2.1) and any other amounts owed to the University as at May 31<sup>st</sup>.
- 1.4 No charges shall be levied by the University for the collection of MACES 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. Upon request, the University shall provide MACES information on the level of bad debt resulting from its members.
- 1.5 No adjustments to the Association's fees shall be applied or collected by the University unless they are consistent with all University procedures and

regulations pertaining to the assessment, collection and distribution of fees, and that the Deputy Provost (Student Life and Learning) has confirmed in writing that the formalities required by the Association's Constitution in respect of fee adjustments, the University and applicable law have been followed.

- 1.6 All requests for new fees or fee changes must be sent in writing to the Deputy Provost (Student Life and Learning) by April 1<sup>st</sup> for implementation in the fall term and by November 20<sup>th</sup> for implementation in the winter term.

As soon as possible, but no later than three (3) calendar weeks prior to the date of any referendum on the collection of Association Fees, MACES shall provide the Deputy Provost (Student Life and Learning) with a copy of the proposed question, and the Deputy Provost (Student Life and Learning) shall reply within one (1) calendar week of receipt of the referendum question. If the University has any concerns, the parties shall resolve the matter to their mutual satisfaction. In the event the University has continued concerns, MACES shall modify or withdraw the question.

## 2. ACCOUNTING SERVICES

- 2.1 The University shall provide certain accounting services to MACES 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.

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

- 2.2 Should MACES 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 MACES 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 MACES or from the fees collected by the University for MACES without the Association's prior written approval, unless exercised as a remedy pursuant to article 8.1 hereto.

### 3. LOANS AND GRANTS

MACES 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 MACES 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 MACES 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 MACES 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 MACES 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 MACES shall be maintained in accordance with generally accepted accounting principles consistently applied.
- 5.2 MACES 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 May 31st.
- 5.3 Upon reasonable notice from the University and upon reasonable cause, MACES shall make available for audit at no cost to MACES all documents relating to:
  - (a) current contracts and expenditures;
  - (b) projected contracts and expenditures; and
  - (c) books, financial records and accounts.
- 5.4 MACES 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. MACES 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 MACES shall appoint another firm or chartered accountant acceptable to the University.

## 6. USE OF THE MCGILL NAME OR EMBLEM

- 6.1 MACES 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 MACES the right to use the word "McGill" in its name "**McGILL ASSOCIATION OF CONTINUING EDUCATION STUDENTS**". The present grant is not assignable.
- 6.3 The University's trademarks and emblems may not be integrated, or used in connection with, the Association's name or logo which shall be distinct from that of the University's. A copy of the **Association's approved logo** and trademark appears in **Appendix D**.

- 6.4 On a non-exclusive basis, and for the term of this Agreement and in accordance with its conditions, the University hereby grants the Association's groups, clubs or services ("the Groups") appearing in **Appendix G** permission to use the word "McGill" in their names as they appear on **Appendix G**. The present grant is not assignable. McGill reserves the right to withdraw such permission at any time and for whatever reason. The Group shall not use the name, emblems or trademarks of the University in connection, or in any way integrated, with name of the Groups, their logo and emblems which shall be distinct from those of the University. Any changes to **Appendix G** (including any additions or deletions, change to the Group's name or to its activity) shall be brought to the University's attention and shall be confirmed by the Deputy Provost.
- 6.5 Neither the Association, nor any of its clubs or groups shall use the name, emblems or trademarks of the University for any other purpose without the prior written consent of the Secretary-General of the University.
- 6.6 For event-specific permission to use the name, emblems or trademarks of the University, MACES shall obtain express prior written consent from the Secretary-General of the University.

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

- 7.1 Any acts, contracts, and legal proceedings involving either party shall be the exclusive responsibility of that party.
- 7.2 Neither party shall enter into nor execute any cheques, contracts, documents, instruments, receipts, leases or other agreements in the name of the other party or in any way engage the liability of the other party thereon by any other means.
- 7.3 MACES 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 MACES 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 MACES hereunder.
- 8.2 In accordance with the present Agreement:
- a) The University must provide MACES with a written notice of the charges, costs, expenses, debts and claims providing complete details and documents relating thereto.
  - b) MACES shall have thirty (30) working days (or 60 calendar days between period May 1<sup>st</sup> and August 31<sup>st</sup>) after the receipt of such notice in which to resolve and/or remedy the matter.
  - c) The University shall exercise its best effort to inform MACES as soon as possible within the same budget year (defined as the period June 1<sup>st</sup> to May 31<sup>st</sup>) of any charges, costs, expenses, debts and claims on the part of MACES under this clause.

## 9. LIQUOR PERMITS

- 9.1 MACES 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.
- 9.2 MACES recognizes and reaffirms its commitment to respect article 39 of the *Québec Act Respecting Liquor Permits (chapter P-9.1)* that specifies MACES may only hold a **reunion class liquor permits**, as defined in article 33 of the Québec Act Respecting Liquor Permits (chapter P-9.1) for use within university buildings or 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 including but not limited to the McGill Alcohol Beverages Policy.
- 9.3 MACES shall exercise its permits in accordance with all laws, municipal and government regulations as well as all internal requirements and policies of the University 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, and other legal requirements and University regulations as well as appropriate standards of conduct.

9.4 MACES shall hold harmless the University for any and all claims, fees or fines arising from its exercise or omission to exercise its rights and duties under such permits and as host of these events.

## 10. REPRESENTATIONS OF THE ASSOCIATION

10.1 MACES represents, warrants and covenants that:

- 10.1.1 the charter documents, constitution and by-laws of MACES 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 MACES members has been duly held in accordance with its constitution approving the existing MACES Fees and such referendum continues to bind MACES 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 continuing education students at McGill.
- 10.1.5 continuing education students registered at the University are entitled to membership but no student may act as Director or Officer of MACES who is not a registered student and/or 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 MACES shall be maintained in accordance with generally accepted accounting principles consistently applied.

10.2 MACES shall provide the Deputy Provost (Student Life and Learning) with a copy of:

- i. the Association's **annual Declaration of Incorporation** as proof that MACES 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. any changes to the documents remitted to the University concurrently with the execution of the present Agreement, within 30 days of the change, and
- v. a copy of the updated **Appendix G**.

## **11. EVENT OF DEFAULT**

11.1 Each of the following shall be considered an event of default:

11.1.1 when either MACES or the University breaches a term or condition of the present agreement or of any other agreement between MACES and the University;

11.1.2 when MACES violates its charter, constitution or by-laws, or any duly approved regulations, rules or policies of the University some of which appear at [www.mcgill.ca](http://www.mcgill.ca) and in particular those in the University Administrative Handbook located at <http://www.mcgill.ca/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 MACES 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 MACES or any part thereof.

11.2 In the event of default, the defaulting party shall be entitled to written notice of default, and upon receipt of such notice, shall have 30 working days (or 60 calendar days between period May 1<sup>st</sup> and August 31<sup>st</sup>) 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 MACES 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 MACES 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 MACES 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 MACES has been restructured, reinstated or the circumstances of the default have been rectified.
- 12.3 It is expressly agreed that such resolution 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, bulletins, and periodicals, collectively termed a "Publication", directed toward its members. A copy of the approved logo appears in **Appendix E** and this must accompany each Publication.
- 13.1.1 MACES publishes in electronic format a newsletter aimed at its membership. A copy of the approved logo appears in **Appendix E** and this must accompany each Publication.

- 13.1.2 MACES shall display on the title page of a 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 McGill Association of Continuing Education Students Incorporated (MACES Inc) is a student society of McGill University."*

- 13.1.3. The Publication shall also include the following notice in at least 9-point font:

*"This is published by the McGill Association of Continuing Education Students (MACES Inc.) a student society of McGill University. The content of this publication is the responsibility of MACES Inc. and does not necessarily represent the views of McGill University."*

- 13.2 A Publication shall not display the McGill name, crest or logo in the title page or on its masthead, nor in its name or logo. MACES shall obtain prior express approval for the Publication's name and logo.
- 13.3 The parties recognise that the editorial, reporting and advertising content of a 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 MACES may distribute a Publication in electronic format, at a frequency deemed appropriate by the Association, using facilities available through electronic communication services maintained by the University subject to the terms of this agreement.

In the event that MACES deems necessary that printed publications be distributed, this may be done by leaving copies at defined locations in the buildings designated by the University:

- 13.4.1 The list of **Approved Campus Distribution Locations** appears in Appendix E;
- 13.4.2 The list of **Approved Off-Campus Distribution Locations** appears in Appendix E;
- 13.4.3 Off-campus distribution of the Publication is permitted 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.

- 13.5 No changes shall be made to this list appearing as **Appendix E** without the prior approval and authorization of the Deputy Provost (Student Life and Learning).

- 13.6 Any violation of these terms may be considered an event of default.
- 13.7 Notwithstanding the generality of the foregoing, the permission granted to MACES 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.
- 13.8 It is understood that subject to the provisions in this Agreement, MACES is permitted to produce and distribute to its members at no cost, MACES brochures and agendas.

#### **14. BUSINESS ACTIVITIES**

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

- 14.1 MACES is entitled to engage in the revenue-generating activities as listed in **Appendix F**. MACES must receive the University's prior written approval for changes in the use of University space for revenue-generating activities as listed in **Appendix F**.
- 14.2 MACES 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 MACES 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 MACES 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 The current location of all University space designated for the use of MACES is described in **Appendix F**.
- 15.2 Any request for additional space shall be made to the Deputy Provost (Student Life and Learning) and shall be subject to availability and may be subject to a separate lease agreement between the parties or an amendment to this Agreement. All such space identified under this Agreement shall be confirmed in writing by the Deputy Provost (Student Life and Learning) whose confirmation shall constitute an amendment to this Agreement.
- 15.3 The University reserves the right to bill MACES for any extraordinary cleaning or repair necessitated as a result of an Association-sponsored activity in the University premises listed in **Appendix F**.

16. **FOOD SERVICES**

For the term of this agreement MACES shall not operate nor manage, whether directly or under contract, vending machines and food counters except in the leased premises at 3437 Peel Street.

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

As long as MACES is located in a University building, MACES 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. MACES 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 MACES the right to use “McGill” within its domain name <http://maces.mcgill.ca/> within the Associations’ own independent interactive website.

17.6 MACES 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 MACES has used any system in a manner contravening McGill policy. The University shall provide MACES with such reasonable notice, as deemed to be appropriate, prior to revoking any of these systems.

**18. STAFF STATUS**

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

**19. TEXTBOOKS AND CASEBOOKS**

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

**20. TERM AND REVIEW**

The term of the present agreement is five (5) years beginning on **June 1<sup>st</sup>, 2012** and **ending on May 31<sup>st</sup>, 2017**. 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 MACES 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

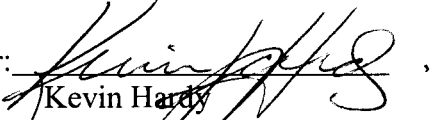
The parties to the present Agreement have requested that the present Agreement and all documents and notices related therewith be drafted in the English language. *Les parties de la présente ont demandé que la présente convention et tous documents ou avis y afférent soient rédigés dans la langue anglaise.*

**AND THE PARTIES HAVE SIGNED:**

**McGILL ASSOCIATION OF CONTINUING EDUCATION STUDENTS INC.**

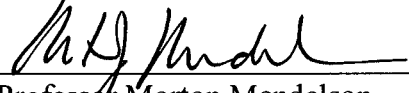
Per:   
\_\_\_\_\_  
Nadia Houri  
President

15/05/2012  
Date


Per:   
\_\_\_\_\_  
Kevin Hardy  
Vice-President

15 May 2012.  
Date

**McGILL UNIVERSITY**

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

22/05/12  
Date

Per:   
\_\_\_\_\_  
Professor Judith Potter  
Dean of Continuing Studies

17/05/12  
Date

## **APPENDIX A**

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

The fee for MACES is \$12.99 per course (or \$4.33 per billing hour, where most courses have been set at 3 billing hours).

**APPENDIX B**

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

<u>Association Fee Collected</u>	<u>Annual Administrative Fee</u>
less than \$10,000	0
\$10,000 - 49,999	\$100
\$50,000 - 99,999	\$250
\$100,000 - 149,999	\$500
\$150,000 - 199,999	\$750
\$200,000 - 249,999	\$1,000
\$250,000 or more	\$1,500

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

**APPENDIX C**

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



## Rechercher une entreprise au registre

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

Renseignements en date du 2012-03-05 14:33:24

#### Informations générales

##### Identification de l'entreprise

Nom de l'entreprise	ASSOCIATION DES ÉTUDIANTS D'ÉDUCATION PERMANENTE DE L'UNIVERSITÉ MC GILL INC.
Numéro d'entreprise du Québec (NEQ)	1141811894

##### Adresse du domicile

Adresse	300-3437 rue Peel Montréal (Québec) H3A1W7 Canada
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##### Adresse du domicile élu (adresse de correspondance)

Adresse	Aucune adresse
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##### Immatriculation

Date d'immatriculation	1994-12-21 00:00:00
Statut	Immatriculée
Date d'entrée en vigueur du statut d'immatriculation	1994-12-21 00:00:00
Date de cessation prévue	Aucune date de cessation n'est prévue.

##### Forme juridique

Type	Association personnalisée
Date de formation	1989-09-27 00:00:00 Constitution
Lieu de constitution (province, État, pays)	QUÉBEC

Régime constitutif	Loi sur les compagnies partie 3
Régime courant	Loi sur les compagnies partie 3

**Dates des mises à jour**

Date de mise à jour de l'état de renseignements	2011-09-26 19:03:15
Date de la dernière déclaration de mise à jour annuelle	2011-09-26 19:03:15 2011
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2012	2012-12-01 00:00:00
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2011	2011-12-01 00:00:00

**Faillite**

L'entreprise n'est pas en faillite.

**Entreprises liées**

L'entreprise n'a fait l'objet d'aucune procédure légale la liant à une autre entreprise.

**Continuation ou transformation**

L'entreprise n'a fait l'objet d'aucune continuation ou transformation.

**Liquidation ou dissolution**

L'entreprise ne fait pas l'objet d'une liquidation ou d'une dissolution.

**Activités économiques et nombre de salariés****1<sup>er</sup> secteur d'activité**

CAE	9839
Description	Autres associations professionnelles
Précisions (facultatif)	COMITÉS PARITAIRES CONJOINTS ASSOCIATIONS D'ÉTUDIANTS

**2<sup>e</sup> secteur d'activité**

Activité non déclarée



**Nombre de salariés**

Nombre de salariés au Québec

Entre 6 et 10

**Personnes liées****Membres du conseil d'administration**

Nom HAMDI, LYES  
Fonction Président  
Date de début du mandat  
Date de fin du mandat  
Adresse 3437 rue Peel Montréal (Québec) H3A1W7 Canada

Nom DUPLESSIS, KATHLEEN  
Fonction  
Date de début du mandat  
Date de fin du mandat  
Adresse 300-3437 rue Peel Montréal (Québec) H3A1W7  
Canada

Nom GAYAGOY, ENGELBERT  
Fonction  
Date de début du mandat  
Date de fin du mandat  
Adresse 300-3437 rue Peel Montréal (Québec) H3A1W7  
Canada

Nom KINDRAT, ALEXANDRA  
Fonction  
Date de début du mandat  
Date de fin du mandat  
Adresse 300-3437 rue Peel Montréal (Québec) H3A1W7  
Canada

**Personnes non membres du conseil d'administration****Président**

Il n'y a pas de président.

**Secrétaire**

Il n'y a pas de secrétaire.

Il n'y a pas de principal dirigeant.

**Principal dirigeant****Fondé de pouvoir**

Il n'y a pas de fondé de pouvoir.

**Administrateurs du bien d'autrui**

Il n'y a pas d'administrateur du bien d'autrui.

**Établissements**

Il n'y a aucun établissement.

**Documents****Documents en traitement**

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

**Documents conservés**

Type de document	Date de traitement
DÉCLARATION DE MISE À JOUR ANNUELLE 2011	2011-09-26 19:03:15
État et déclaration de renseignements 2010	2010-09-24 00:00:00
État et déclaration de renseignements 2009	2010-02-15 00:00:00
Déclaration annuelle 2008	2009-10-20 00:00:00
Avis de défaut	2009-04-29 00:00:00
Annulation dépôt ou inscription au registre	2009-01-19 00:00:00
État et déclaration de renseignements 2007	2007-11-28 00:00:00
État et déclaration de renseignements 2006	2007-02-01 00:00:00
Déclaration annuelle 2005	2005-10-26 00:00:00
Déclaration annuelle 2004	2004-10-14 00:00:00
Déclaration annuelle 2003	2004-03-27 00:00:00
Déclaration annuelle 2002	2002-10-30 00:00:00
Déclaration annuelle 2001	2001-10-04 00:00:00
Déclaration annuelle 2000	2000-10-16 00:00:00
Déclaration annuelle 1999	1999-09-24 00:00:00
Déclaration annuelle 1998	1998-11-05 00:00:00
Déclaration annuelle 1997	1998-01-21 00:00:00
Déclaration annuelle 1996	1997-02-03 00:00:00
Déclaration annuelle 1995	1995-11-10 00:00:00
Déclaration initiale	1995-04-04 00:00:00
Changement du nombre d'administrateurs	1994-12-21 00:00:00

**Nom et autres noms utilisés au Québec**

Date de mise à jour de l'index des noms

**Nom**

<b>Nom de l'entreprise</b>	<b>Version du nom dans une autre langue</b>	<b>Date d'entrée en vigueur</b>	<b>Date de fin d'utilisation</b>	<b>Situation</b>
ASSOCIATION DES ÉTUDIANTS D'ÉDUCATION PERMANENTE DE L'UNIVERSITÉ MC GILL INC.	MC GILL ASSOCIATION OF CONTINUING EDUCATION STUDENTS INC.	1989-09-27		En vigueur

**Autres noms utilisés au Québec**

<b>Autre nom</b>	<b>Version du nom dans une autre langue</b>	<b>Date d'entrée en vigueur</b>	<b>Date de fin d'utilisation</b>	<b>Situation</b>
AEEPM INC.		2002-10-30		En vigueur
MACES INC.		2002-10-30		En vigueur

Québec 

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**McGILL ASSOCIATION OF CONTINUING EDUCATION STUDENTS INC.**

**GENERAL BY-LAWS NO. 2006-1**



## CHAPTER I – PRELIMINARY PROVISIONS

### ARTICLE 1 - DEFINITIONS

In these general by-laws, unless the context requires otherwise, the following terms are defined as follows:

- 1.1. "Act" means the *Quebec Companies Act* or any other statute which may be substituted therefore, as amended from time to time;
- 1.2. "Letters Patent" means the letters patent of the Association, as amended or restated from time to time;
- 1.3. "Student Association" or "Association" means McGill Association of Continuing Education Students Inc.;
- 1.4. "University" means McGill University;
- 1.5. "Employee" means any employee of MACES;
- 1.6. "Robert's Rules of Order" - means Robert's Rules of Order (original work by General H. M. Robert - 1876), Bantam Edition, November 1986, 228 pages;
- 1.7. "Academic Year" means the one year period starting the first day of the Spring Term through to the last day of the following Winter Term;
- 1.8. "Member" means MACES' Regular member.

### ARTICLE 2 – INCORPORATION

- 2.1 The Association was incorporated under Part III of the Quebec Companies Act R.S.Q., Chapter C-38) on September 27th, 1989.

### ARTICLE 3 – ACCREDITATION

- 3.1 The Association was accredited under the Act respecting the accreditation and financing of Students' Associations (R.S.Q., Chapter A-3.01) on December 19th, 1990

### ARTICLE 4 – NAME

- 4.1 The Association operates under the name "McGill Association of Continuing Education Students", (hereinafter referred to as "MACES") and, in French "l'Association des étudiants de l'éducation permanente de l'université McGill" (hereinafter referred to as "l'AEPPM").

### ARTICLE 5 – FISCAL YEAR

- 5.1 The fiscal year starts on June 1st and ends on May 31st of the following year.



## **CHAPTER II – STRUCTURE AND ORGANIZATION**

### **ARTICLE 6 – MACES OBJECTIVES**

- 6.1. The objectives for the incorporation and continuing existence of the Association are:
  - 6.1.1. To group within a corporate structure, McGill's continuing education students; and
  - 6.1.2. To defend and promote the interests of its members and students generally.
- 6.2. The Association shall pursue its objectives strictly for social and educational purposes, without any pecuniary gain to its members.

### **ARTICLE 7 – HEAD OFFICE**

- 7.1 The head office of the Association shall be in the City of Montreal, in the Province of Quebec.

### **ARTICLE 8 – AMENDMENTS TO BY-LAWS**

- 8.1 Any proposed new by-law, or a proposed repeal or modification of an existing by-law of the Association (hereinafter referred to as "proposed amendment" or "proposed amendment(s) of the by-laws") must be presented in writing at a meeting of the Association's Board of Directors by at least four (4) Directors and a copy of the proposed amendment(s) shall be delivered to every Director present at the meeting.
- 8.2 The proposed amendment(s) shall then be inscribed on the agenda of the next meeting of the Association's Board of Directors.
- 9.1 Any proposed amendment(s) of the by-laws, shall be adopted by a two-third (2/3) affirmative vote of the Directors present at the meeting.

### **ARTICLE 9 - RATIFICATION**

- 9.1 Subject to subsection 14.1, any proposed amendment(s) of the by-laws adopted by the Board of Directors shall have effect immediately and shall prevail until the amendment(s) are ratified by a simple majority (50% of the votes plus one (1) vote) of the Association's members present at the next Special General Assembly of the Association's members called for that purpose, or at the Annual General Assembly of the Association's members, whichever first occurs, and failing such ratification, the proposed amendment(s) shall automatically cease to be in force.



## **CHAPTER III – MEMBERS**

### **ARTICLE 10 – REGULAR MEMBERSHIP**

10.1 Subject to subsection 10.2, a student shall meet one of the following conditions in order to become a Regular member for a particular term:

10.1.1. Must be registered through the Centre for continuing education of McGill University during that particular term and is paying the MACES fee in her tuitions, as determined and required by MACES; or

10.1.2. Must be registered through the Centre for continuing education of McGill University and is paying the MACES fee per course, as determined and required by MACES, directly to MACES; or

10.1.3. Must have been a member of the Association for at least two (2) of the three (3) terms of that academic year and is paying the MACES fee, as determined and required by MACES, directly to MACES.

10.2 In addition, the student must have fulfilled the obligations set in Article 13 entitled "Membership Obligations" and Article 14 entitled "Membership Fees" of these by-laws.

### **ARTICLE 11 – HONORARY MEMBERSHIP**

11.1 The Association's Board of Directors may award the title of "Honorary Member of MACES" to any individual not currently registered through the Centre for Continuing Education of McGill University, provided that the individual graduated from a program offered by the Centre for Continuing Education.

11.1.1. Honorary members enjoy all the rights and privileges of Regular members, except:

11.1.2. Voting privileges;

11.1.3. Running for or holding positions of Officers or members of the Association's Board of Directors.

11.2. If not registered as a MACES member, the recipient of the MACES scholarship is automatically considered as an honorary member for a years starting on the date the scholarship has been officially issued.

### **ARTICLE 12 – MEMBERSHIP**

12.1. Each Regular member of the Association has the right to:

12.1.1. Vote at any General Assembly, election or referendum organized by the Association;

12.1.2. Be a candidate for a particular office if he meets the requirements of that office;

12.1.3. Participate in any student activity and/or benefit from any service offered by the Association to its members;





- 12.1.4. Receive representation from the Association in the case of a misunderstanding with the Centre for Continuing Education, or McGill University.
- 12.1.5. Receive representation from the Association in the case of a misunderstanding with the McGill Centre for Continuing Education or with McGill University
  - 12.1.5.1. The Board of directors shall establish the conditions and requirements for application of such representation and the rules of procedure for such representation, in case of individual complaint or class action complaint.
- 12.1.6. In case of individual complaint, the complaint is officially sent by letter to the VP Academic Affairs/Senator-1, or the VP Internal Affairs/Secretary, or both, whomever will represent their rights in the involved issue, and to the President of Maces
  - 12.1.6.1. The official letter includes the following information: student full name and ID, address, phone number, date and signature and
  - 12.1.6.2. On receipt, the official letter is officially stamped by the MACES C.O.O and
  - 12.1.6.3. The official letter will only disclose the informations provided by the student to the McGill instances that are involved.
  - 12.1.6.4. The official letter has to be based on balanced and fair facts, including as much details and supporting documents as required.
- 12.1.7. In case of a class action complaint, the complaint is officially sent by letter to the VP Academic Affairs/Senator-1, or to the VP Internal Affairs/Secretary, or both, whomever will represent their rights in the involved issue, and to the President of Maces
  - 12.1.7.1. The official letter includes the following information: representative full name and ID, address, phone number, date as well as the full names and the signatures of known complainants and
  - 12.1.7.2. On receipt, the official letter is officially stamped by the MACES COO and
  - 12.1.7.3. The official letter will only disclose the information's provided by the student to the McGill instances that are involved
  - 12.1.7.4. The official letter has to be based on balanced and fair facts, including as much details and supporting documents as required

#### **ARTICLE 13 – MEMBERSHIP OBLIGATIONS**

- 13.1 In order to remain a member of the Association, the person is obliged:
  - 13.1.1. To have paid the required membership fee; and
  - 13.1.2. To refrain from acts of serious misconduct which are detrimental to the Association.



13.2 The Board of Directors may suspend or revoke a person's membership in the Association for failure to pay the required membership fee or for committing one or more acts of serious misconduct which are detrimental to the Association, without prejudice to other legal recourses which are available to the Association.

#### **ARTICLE 14 – MEMBERSHIP FEES**

14.1 At each registration at the Centre for Continuing Education of McGill University, every Regular member of the Association shall pay a fee to the Association's members for that purpose, determined by the by-laws. Any change in the fee determined by the Board of Directors shall also require a special by-law approved by the Association's Board of Directors which will come into effect only after prior vote of ratification by a simple majority (50% of the votes plus one (1) vote) of the Association's members present at a Special General Assembly or an Annual General Assembly of the Association's members, called for that purpose in an amount determined by a by-law approved by the Association's Board of Directors being into effect after a vote of ratification by the.

14.2 Upon determination of subject relating to Article 14.1, the Association's membership fee shall be deemed non-refundable.



## **CHAPTER IV – APPROVAL OF DOCUMENTS AND SIGNING AUTHORITY**

### **ARTICLE 15 - CONTRACTS**

15.1 Subject to Article 16, all contracts and other documents requiring the Association's signature must first be approved by the Board of Directors and then signed by persons expressly authorized by the Board.

### **ARTICLE 16 - BANKING**

16.1 All cheques, promissory notes and other bills of exchange which are issued, accepted, or endorsed by the Association shall be signed as follows:

16.1.1 Where the total amount is \$500.00 or less: by the Chief Operating Officer together with the President or Treasurer, unless the Board of Directors otherwise decides; or

16.1.2 Where the total amount exceeds \$500.00: by such persons as are designated from time to time by the Board of Directors.

16.2 For the purpose of Sub-section 16.1, two or more payments relating to a single transaction shall be added and considered as being the "total amount".



## **CHAPTER V – BOARD OF DIRECTORS**

### **ARTICLE 17 – COMPOSITION OF THE BOARD OF DIRECTORS**

17.1. Shall be members of the association's Board of directors, the following members:

- 17.1.1. The President
- 17.1.2. The Vice-President Internal Affairs/Secretary
- 17.1.3. The Vice-President Academic/Senator-1
- 17.1.4. The Vice-President External Affairs/Communication
- 17.1.5. The Vice-President Financial Affairs/Treasurer
- 17.1.6. The senator-2 and
- 17.1.7. The Governor.

### **ARTICLE 18 - ELIGIBILITY**

- 18.1 Members of the Board of Directors must be regular members of the Association at the time of their nomination and election.
- 18.2 No full-time employee of the Association shall be eligible to be a member of the Board of Directors.
- 18.3 A part-time employee of the Association is eligible to a Director position provided that the part-time employee is member of the Association at the time of her/his nomination and is eligible to be elected; however she has to resign from her employee status by the date of her application for an executive position.
- 18.4 Elected directors, i.e. the President, Vice-President Internal Affairs/secretary, Vice-President Academic Affairs/Senator-1, Vice-President External Affairs/Communications, Vice-President Financial Affairs/Treasurer, Senator-2 and Governor cannot cumulate more than two (2) consecutive mandates if running for the same position

### **ARTICLE 19 – TERM OF OFFICE**

- 19.1 The President, Vice-President Internal Affairs/Secretary, Vice-President External Affairs/Communications, Vice-President Financial Affairs/Treasurer and Vice-President Academic Affairs/Senator-1 shall hold office for a period of 24 months.
- 19.2 The Senator-2 and Governor shall hold office from June 1<sup>st</sup> to May 31<sup>st</sup> of the following year.

### **ARTICLE 20 – ELECTIONS**

- 20.1 The President, Vice-President Internal Affairs/secretary, Vice-President Academic Affairs/Senator-1, Vice-President External Affairs/Communication, Vice-President Financial



Affairs/Treasurer shall be elected for a period of two years by secret ballot of the Association's members. *However, Senator-2 and Governor positions shall be elected at a Special General Assembly by secret ballot.*

- 20.2 Elections for positions on the Board of Directors shall be held between March 1st and April 15th of the same year.
- 20.3 Candidate platforms shall be published in a publication of the Association, a McGill newspaper, a McGill publication, or by sending a written notice to the Regular members by regular mail at least ten (10) days in advance at their last known address.
- 20.4 A candidate for a position of Director and Officer shall be nominated exclusively for that particular position and no other pursuant to a nomination form signed by at least five (5) members of the Association.
- 20.5 From the date of their election to the Board of Directors until the beginning of their term as Directors, newly elected Directors will have the following rights:
  - 20.5.1 The right to receive notice(s) of Board of Directors' meetings, and to attend and enjoy speaking privileges at such meetings without, however, having any voting rights thereat;
  - 20.5.2 To obtain access to the Association's documents;
  - 20.5.3 To receive full cooperation from the Association's Chief Executive Officer in response to every reasonable request.

#### **ARTICLE 21 - REMUNERATION**

- 21.1 The President, Vice-President Internal Affairs/Secretary, Vice-President Academic Affairs/Senator-1, Vice-President External Affairs/Communications and Vice-president Financial Affairs/Treasurer will be paid \$4,800.00 each, per year, payable in three instalments on September 15, January 15 and May 15 of each year, under the following reservations and conditions:
  - 22.1.1. Provided that they attend at least three fourth (3/4) of the Board meetings as well as achieving three fourth (3/4) of their duties as stated in chapter VI of the present by-laws;
  - 22.1.2. In case the President, Vice-President Internal Affairs/Secretary, Vice-President Academic Affairs/Senator-1, Vice-President External Affairs/Communications and Vice-President Financial Affairs/Treasurer did not respect the three fourth(3/4) quota, their honorarium will be decreased proportionally by the percentage of non-attendance and/or non achievement of their duties.
- 21.2 The Senator-2 and Governor will be paid \$3,000 each, per year, payable in three instalments on September 15, January 15 and May 15 of each year, under the following reservations and condition:



22.1.3. Provided that they attends at least three fourth (3/4) of the Board and Senate or Governor meetings as well as achieving at least three fourth (3/4) of their duties;

22.1.4. In case the Senator and the Governor do not respect the three fourth (3/4) quota, their honorarium will be decreased proportionally by the percentage of non-attendance and/or non achievement of their duties.

21.3 The Board of Directors may, by resolution, vote a protocol in order to pay an advance on honorarium payment to the President, Vice-President Internal Affairs/Secretary, Vice-President Academic Affairs/Senator-1, Vice-President External Affairs/Communications, Vice-President Financial Affairs/Treasurer, Senator-2 and Governor, but that payment of an advance have to be done in accordance with the previous subsections, 21.2.

21.4 This article can only be amended by the Annual General Assembly or Special General Assembly of the Association's members on a vote of ratification of a proposed amendment of the By-Laws adopted by the Board of Directors, in application and in concordance with subsections of 8 and 9.1.

#### **ARTICLE 22 - VACANCY**

22.1 The position of Director and Officer becomes vacant if the person occupying it:

22.1.1. Submits his written resignation or resigns verbally at a meeting of the Board of Directors;

22.1.2. Dies;

22.1.3. Becomes or remains an in bankruptcy;

22.1.4. Loses his eligibility;

22.1.5. Is removed in accordance with the provisions of Article 23 herein below.

22.2 If a position of Director and Officer becomes vacant in mid-term, the Board of Directors may elect a person to fill the vacancy until the end of the term by selecting an interested member of the Association who submitted a written application for such purpose.

22.3 A vacancy in the position of Director and Officer, other than that of Director and President, must be advertised and filled not more than one (1) month following the deadline for the submission of applications.

22.4 Should a vacancy occur in the position of Director and President, the remaining members of the Board of Directors shall elect, from among themselves a new President. The former office held by the new President shall be filled pursuant to subsection 22.2 hereof.

#### **ARTICLE 29 – REMOVAL FROM OFFICE**

23.1 Every person may be removed as a Director and Officer of the Association, for any reason, before the expiry of his term, at a Special General Assembly of Members called for such



purpose, by the affirmative vote of the majority of the Regular members present.

- 23.2 If the convocation of the Special General Assembly is initiated by the Association's members, the following procedure shall be followed:
- 23.2.1 A petition to remove a person as a Director and Officer must be signed by at least five percent (5%) of the Association's members and it must be submitted to the President, or if the President is the subject of the Petition, to the Secretary who shall inscribe it on the Agenda and reviewed at the next Board of Directors' meeting.
  - 23.2.2 There shall be a period of ten (10) days maximum between the submission of the Petition and the Board of Directors' meeting at which the Petition is reviewed.
  - 23.2.3 Unless the members' Petition is invalid, the Board of Directors must call a Special General Assembly of the members which is to be held within the next thirty (30) days in order to consider the object of the petition.
- 23.3 Notwithstanding the previous subsection 23.1, every person may also be removed as a Director and Officer of the Association, by reason of three (3) unjustified absences at a meeting of the Board of Directors regularly held, before the expiry of this term, by an affirmative vote of the majority of the directors present. Convocation for the Board of Directors' meeting has to be sent to that person prior the submission of the resolution for that removal.



## **CHAPTER VI - OFFICERS**

### **ARTICLE 24 – GENERAL PROVISIONS CONCERNING OFFICERS**

- 24.1 The Officers of the Association shall be the President, Vice-President Internal Affairs/Secretary, Vice-President Academic Affairs/Senator-1, Vice-President External Affairs/Communications, Vice-President Financial Affairs/Treasurer, Senator-2, Governor and Chief Operating Officer.
- 24.2 The Board of Directors may, by resolution, create new Officer Positions and determine their functions.
- 24.3 President, Vice-President Internal Affairs/Secretary, Vice-President Academic Affairs/Senator-1, Vice-President External Affairs/Communications, Vice-President Financial Affairs/Treasurer, Senator-2, Governor and Chief Operating Officer
- 24.3.1 Shall also be members of the Association's Board of Directors;
- 24.3.2 Shall be elected by the Association's members during their election as Directors and as part of such an election; and
- 24.3.3 Shall automatically cease to be Officers when they cease being Directors.
- 24.3 The President, the Vice-President Internal Affairs/Secretary, the Vice-President Academic Affairs/Senator-1, the Vice-President External Affairs/Communications, the Vice-President Financial Affairs/Treasurer, the Senator-2, and the Governor as well:
- 24.3.1 Shall also be members of the Association's Board of Directors;
- 24.3.2 Shall sit at least one official committee unless otherwise determined by the Board of Directors;
- 24.3.3 Shall be elected by the Association's members during their election as Directors and as part of such an election, or nominated in case of vacancy, as provided by the present By-laws; and
- 24.3.4 Shall automatically cease to be Officers when they cease being Directors.
- 24.4 No individual may hold more than one position as an Officer of the Association except the Vice-President Internal Affairs/Secretary who, in special circumstances, assumes the office of the President on an interim basis.
- 24.5 The Board of Directors may determine the remuneration of every Officer by a resolution of the Directors, provided that this remuneration is reasonable for the services that are rendered by such Officer.

### **ARTICLE 25 – PRESIDENT**

- 25.1 Unless otherwise determined by the Board of Directors, the President shall be obliged to do the following:





- 25.1.1 To open meetings at the time at which the Board of Directors is to meet;
- 25.1.2 To preside and preserve order at all General and Special Assemblies of Members and Board of Directors' meetings;
- 25.1.3 To ensure that the provisions contained in the Letters Patent and the By-laws are followed;
- 25.1.4 To state and put to vote all questions which are regularly moved or that arise in the course of proceedings and announce the results of the vote;
- 25.1.5 To co-ordinate the functions of the Board of Directors;
- 25.1.6 To act as ex-officio member on all committees of the Board of Directors; and
- 25.1.7 Generally, to represent and stand for the Association in all things.

#### **ARTICLE 26 – VICE-PRESIDENT INTERNAL AFFAIRS/SECRETARY**

- 26.1 Unless otherwise determined by the Board of Directors, the Vice-President University Affairs shall be obliged to do the following:
- 26.2 The Vice-President Internal Affairs/Secretary has the functions of Vice-President Internal Affairs and also of Secretary of the Association;
- 26.3 Unless otherwise determined by the Board of Directors, the Vice-President Internal Affairs/Secretary who is also acting as the secretary of the Association shall be obliged to do the following:
  - 26.3.1 To assume and perform the functions of the President during the period when the President is absent or is, for any other reason, unable to perform the functions of his office;
  - 26.3.2 To be responsible for relations between the Association and all (administrative and student) organizations of McGill University;
  - 26.3.3 To co-ordinate and act as directed by the Board of Directors in relations between the Association and McGill University.
  - 26.3.4 To attend any meeting involving University affairs and/or Centre for Continuing Education of Mc Gill.
  - 26.3.5 To handle complaints between an association member and the Centre for Continuing Education provided that the complaint is official as defined by articles 12.1.5 and 12.1.6, excluding Academic matter unless necessary;
  - 26.3.6 To manage students services.
- 26.4 The Vice-President Internal Affairs/Secretary cannot assume the office of the President for a period exceeding thirty (30) days.



26.5 Acting as Secretary of the Association, the Vice-President Internal Affairs/Secretary shall be obliged to do the following:

26.5.1 To summon all Annual and Special General Assemblies of members and Board of Directors' meetings;

26.5.2 To prepare and circulate agendas showing the order of business of such meetings;

26.5.3 To take, prepare and circulate minutes of all such meetings; and

26.5.4 To be responsible for the custody of all documents and files of the Association.

#### **ARTICLE 27 – VICE-PRESIDENT ACADEMIC AFFAIRS/SENATOR-1**

27.1 The Vice-President Academic Affairs/Senator-1 has the functions of the Vice-President Academic Affairs for the Association and also of the Senator-1 to the Senate and the Association;

27.2 Unless otherwise determined by the Board of Directors, the Vice-President Academic Affairs/Senator-1 who is also acting as the Senator-1 of the Association shall be obliged to do the following:

27.1.1 To assist the McGill Centre for Continuing Education regarding academic matter including:

27.1.1.1 Sitting in the Centre for Continuing Education Academic Board

27.1.1.2 Quality monitoring of the courses provided by the Centre for Continuing Education

27.1.1.3 Communicating academic concerns to the McGill Centre for Continuing Education;

27.1.1.4 Reporting Academic decisions made by the Centre for Continuing Education to the Board of Directors

27.1.2 To handle academic complaints between an association member and the Centre for Continuing Education from students provided that the complaint is official as defined by the articles 12.1.5 and 12.1.6, under the supervision of the Board, including:

27.1.2.1 Complaints regarding academic issue(s) with professor(s)

27.1.2.2 Complaints regarding academic curricula or course content

27.1.2.3 Complaints regarding administrative issues with the Centre for Continuing Education

27.3 The Vice-President Academic Affairs/Senator-1 shall be responsible for academic relations between the Association and all instances of McGill University, under the supervision of the Board;



- 27.4 The Vice-President Academic Affairs/Senator-1 shall co-ordinate and shall act as directed by the Board of Directors in regards to academic events and activities including.
- 27.5 The Vice-President Academic Affairs/Senator-1 shall represent Maces at the Senate when Vice-President is acting as Senator-1 with Senator-2
- 27.6 The Vice-President Academic Affairs/Senator-1 shall attend:
- 27.6.1 The educational information week that is given every semester to the students
  - 27.6.2 The Centre for Continuing Education's information session every semester
  - 27.6.3 And any meeting involving academic affairs within the university, and shall do reports to the Board.
- 27.7 The Vice-President Academic Affairs/Senator-1 acting as Senator-1 to the Senate shall have the title of «Fellow of McGill University» and shall be the Senator in chief and coordinate the action of the two Senators (Senator-1 and Senator-2) of the Association in the Senate, under the direction and supervision of the Board of directors;
- 27.8 Unless otherwise determined by the Board of Directors, Vice-President Academic Affairs/Senator-1 shall be obliged to do the following:
- 27.8.1 To represent with Senator-2 the interests of the students registered in the Centre for Continuing Education on the University's highest academic decision making body, and report the proceedings thereof to the Board of Directors
  - 27.8.2 To supervise and co-ordinate, with Senator-2, the Association's student representation on the various standing and ad hoc committees of the Senate; and
  - 27.8.3 To prepare, with Senator-2, after each respective meeting of the Senate and its committees where the Association is represented a report for submission to the Board of Directors.
  - 27.8.4 To work closely with Senator-2 regarding academic development of the University.

#### **ARTICLE 28 - VICE-PRESIDENT EXTERNAL AFFAIRS/COMMUNICATION**

- 28.1 Unless otherwise determined by the Board of Directors, the Vice-President External Affairs/Communication shall be obliged to do the following:
- 28.1.1 To promote the Association to the Members of the Association;
  - 28.1.2 To attend any meeting involving communicational affairs within the University;
  - 28.1.3 To attend the Centre for Continuing Education's information session and making the presentation of Maces activities during the session
  - 28.1.4 To elaborate, strategize, oversee, propose and implement the Communication plan, which needs to be approved by the Board of director;



28.2 The Vice-President External Affairs/Communication shall be held responsible for any communication material published by the Association including:

28.2.1 The Association's brochures, website, calendar of events, advertising and posters, and mailing materials;

28.2.2 The Association's paper: Nightshift; and

28.2.3 Any other necessary publications for the Board.

28.3 The Vice-President External Affairs/Communication shall be held responsible for all communication instruments;

28.4 The Vice-President External Affairs/Communication shall co-ordinate and shall act as directed by the Board of Directors in regards to communication on all events and activities of the Association and of Centre for Continuing Education or McGill University on invitation.

28.5 The Vice-President External Affairs/Communication shall attend any meeting involving Communication on all affairs within the University and shall then inform the Board and the members of the Association;

28.6 The Vice-President External Affairs/Communication shall be held responsible for the elaboration and determination of the communication plan / strategy and present it a schedule to the board for discussion and approval.

28.7 The Vice-President External Affairs/Communication with Vice-President Internal Affairs/Secretary shall maintain contact between the Association and organizations outside of McGill University, and particularly, shall co-ordinate and act a directed by the Board of Directors in relations between the Association and external student organizations, governments, the media and the business community.

#### **ARTICLE 29 – VICE-PRESIDENT FINANCIAL AFFAIRS/TREASURER**

29.1 The Vice-President Financial Affairs/Treasurer has the functions of the Vice-President Financial Affairs and also of Treasurer for the Association;

29.2 Unless otherwise determined by the Board of Directors, the Vice-President Financial Affairs/Treasurer who is also acting as the treasurer of the Association shall be obliged to do the following:

29.2.1 To ensure that all monies received by the Association are deposited in the Association's account and withdrawn as may be directed by the Board of Directors from time to time, subject to any other provisions of the by-laws;

29.2.2 To prepare monthly financial statements;

29.2.3 To render the books and the accounts of the Association for auditing at least once a year by an auditor appointed by the Board of Directors;



29.2.4 To submit the certified, audited financial statements of the Association and prepare the annual budget for approval by the Board of Directors. The financial statements to be prepared are the following: Balance Sheet, Statement of Change of Financial Position, Income Statement, and Accumulated Equity Report; and

29.2.5 Generally, to be responsible for all the financial and business affairs of the Association;

29.3 The Vice-President Financial Affairs/Treasurer shall be held responsible for the financial administration of the Association, including Human Resources and all expenses of the Association, under the supervision of the Board and shall do reports on in administration from time to time to the Board.

#### **ARTICLE 30 – SENATOR-2**

30.1 Unless otherwise directed by the Board of Directors, each of the Association's two (2) Senator-2 shall have the title of "Fellow of McGill University" and shall be obliged to do the following:

30.2 Unless otherwise determined by the Board of Directors, Senator-2 shall have the title of «Fellow of McGill University» and shall be obliged to do the following:

30.2.1 To represent with Vice-President Academic Affairs/Senator-1 the interests of the students registered in the Centre for Continuing Education on the University's highest academic decision making body, and report the proceedings thereof to the Board of Directors;

30.2.2 To supervise and co-ordinate, with Vice-President Academic Affairs/Senator-1, the Association's student representation on the various standing and ad hoc committees of the Senate; and

30.2.3 To prepare, with Vice-President Academic Affairs/Senator-1, after each respective meeting of the Senate and its committees where the Association is represented a report for submission to the Board of Directors.

30.2.4 To assist and work closely with the VP Academic Affairs/Senator-1 regarding academic development of the University.

#### **ARTICLE 31 - GOVERNOR**

31.1 Unless otherwise determined by the Board of Directors, the Governor of the Association shall have the title of "Governor of McGill University" and shall be obliged to do the following:

31.1.1 To represent the interests of students registered in the Centre for Continuing Education on the University's highest decision-making board, and report the proceedings thereof to the Board of Directors;



31.1.2 To supervise and co-ordinate the Association's student representation on the various standing and ad hoc committees of the Board of Governors; and

31.1.3 To prepare after each respective meeting of the Board of Governors and its committees where the Association is represented a report for submission to the Board of Directors.

#### **ARTICLE 32 - CHIEF OPERATING OFFICER**

32.1 Unless otherwise determined by the Board of Directors, the Chief Operating Officer shall be responsible, under the direction of the Board of Directors, for the day-to-day operations of the Association, including serving as Building Director of the Association's building, overseeing all employee matters and concerns, providing access to all information regarding the operations of the Association to authorized interested parties, making decisions without the approval of the Board of Directors in emergency situations, subject to ratification thereof at the next meeting of the appropriate body, and committing not more than one quarter of one per cent (1/4 of 1%) of the Association's budget per month without the approval of the Board of Directors, except for reasons of physical safety. This position is a paid and full-time position of the Association. For greater certainty, it is decided that the Chief Operating Officer is an employee of the Association.



## **CHAPTER VII- COMMITTEES**

### **ARTICLE 33 - COMMITTEES OF THE BOARD OF DIRECTORS**

33.1 The following shall be the standing committees of the Board of Directors:

33.1.1 The Financial Review Committee

33.1.2 The Nominating Committee

33.2 The Board of Directors may establish ad hoc committees, as it deems necessary.

33.3 Under the recommendation of the president or any other director, the board of directors might appoint up to three advisors with specific mandates to be accomplished during a 12 months period.

33.3.1 The association advisors might attend the association and shall have speaking right but no vote.

33.3.2 To be eligible to an advisor position, the advisor must be:

33.3.2.1 A former association director

33.3.2.2 A member of the association during the period of his mandate as defined at article 10

33.3.3 The mandate and remuneration of the board advisors is to be reasonably determined by the Board, in accordance with similar provisions of the present By-laws.

### **ARTICLE 34 - GENERAL PROCEDURES AT COMMITTEE MEETINGS**

34.1 Committee meetings shall be conducted according to Robert's Rules of Order.

### **ARTICLE 35 - QUORUM AND TERM**

35.1 A minimum of three (3) members is required to constitute a committee. Should the committee already be formed and the number of members decrease below the minimum number of members required, then the committee shall be declared inactive.

35.2 Whenever a committee has three (3) or fewer members, then the member who is also one of the Association's Directors has voting rights at committee meetings; whenever the committee has more than three (3) members, then the said member shall not have any voting rights at committee meetings.

35.3 No Director may chair a committee unless the committee is comprised only of Directors.

35.4 The quorum at committee meetings is 50% plus one (1) of the voting committee members.

35.5 Upon the termination of an activity supervised by an ad hoc committee, the said committee ceases to be an ad hoc committee and is automatically abolished.

35.6 Every committee's term of office shall expire not later than at the end of the particular



academic year.

#### **ARTICLE 36 - OBLIGATIONS**

- 36.1 The chairman of each committee, or its designated delegate, shall be required to submit to the Board of Directors at a regular Board of Directors' meeting a written report on all matters which have been dealt with since the previous submission of such a report.
- 36.2 All committees are responsible for submitting a progress report of their committee's activities to the Board of Directors.
- 36.3 The Chairman of each committee is responsible for calling meetings, setting dates, times and locations. The Chairman is also responsible for delivering copies of all documents distributed at committee meetings to the Association's Secretary for filing in the Association's records.
- 36.4 All committees must submit an annual report to the Board of Directors at the end of each fiscal year. The report shall describe the work accomplished, provide recommendations for the next term and advise of any activities which are to be continued during the next term.
- 36.5 Should three (3) or more members decide to have a meeting, they may do so by setting the date, time and location of such meeting. The Chairman of the committee shall be informed of the meeting at least twenty-four (24) hours prior to the meeting.

#### **ARTICLE 37 - NOMINATING COMMITTEE**

- 37.1 The Nominating Committee shall consist of the following:
- 37.1.1 Vice-President Internal Affairs/Secretary– Committee Chairman
  - 37.1.2 Two (2) or more Directors to be chosen by the Board of Directors.
- 37.2 The Nominating Committee shall submit nominations to the Board of Directors for all standing and ad hoc committees with the exception of the nominating committee.
- 37.3 The Nominating Committee shall oversee all elections and/or referenda as required by law, the by-laws, or by a resolution of the Board of Directors and it shall, in such instances, recommend for approval by the Board of Directors a Chief Returning Officer.
- 37.4 Should any member of the Nominating Committee run for re-elections, then he must resign from the committee. In the event that all the members of the Nominating Committee are running for re-election, then the Chief Returning Officer will be responsible for forming a special committee for the purpose of such elections.
- 37.5 The Nominating Committee shall establish and publish rules relating to the conduct of elections including nominations, campaigns, polling stations and other matters deemed relevant, provided that there is no conflict with the Act, the Letters Patent or by-laws of the Association.
- 37.6 Every referendum or general election by the Association's members shall require a Chief





Returning Officer who shall be a McGill Law Faculty student, preferably but not necessarily recommended by the McGill Law Faculty.

37.7 Every general election by the Association's members shall require a Chief Returning Officer who shall be a McGill Law Faculty student, preferably but not necessarily recommended by the McGill Law Faculty.

#### **ARTICLE 38 - FINANCIAL REVIEW COMMITTEE**

38.1 The membership of the Financial Review Committee shall consist of *the* Treasurer (who will always be an ex-officio member of such a committee) and such other persons as the Board of Directors will appoint, provided that the majority of the committee members are not also members of the Board of Directors.

38.2 The membership of the Financial Review Committee shall consist of *the Vice-President Financial Affairs/Treasurer* (who will always be an ex-officio member of such a committee) and such other persons as the Board of Directors will appoint, provided that the majority of the committee members are not also members of the Board of Directors.

38.3 The Financial Review Committee shall be responsible for ensuring that the monthly financial statements prepared by the Treasurer accurately reflect the financial situation of the Association. It shall also safeguard the Association against abuses of power or privileges which may affect the Association's financial situation.

38.4 The Financial Review Committee shall have access to all of the Association's financial records.

38.5 The Financial Review Committee shall provide a monthly written report of its activities to the Board of Directors.

38.6 The Financial Review Committee shall submit to the Board of Directors any recommendation it deems necessary to improve the financial situation of the Association or its internal controls and procedures.

#### **ARTICLE 39 - COMPUTER LAB COMMITTEE**

39.1 If the Board of Directors decides to create an ad hoc committee for the administration of the computer lab, it shall consist of at least three (3) members who shall elect from among themselves a committee chairperson.

39.2 The Computer Lab Committee shall submit to each regular meeting of the Board of Directors a report on all matters with which it has dealt since the previous regular Board meeting.

#### **ARTICLE 40 – CONTINUING EDUCATION ADVANCEMENT COMMITTEE**

40.1 The Board of Directors may create an ad hoc committee which shall work on behalf of the Association's members by pursuing the advancement of the academic environment at McGill University for continuing education students, it shall consist of at least three (3) members:



the Vice-President Academic Affairs/Senator-1, as Committee Chairman, and two (2) or more directors to be chosen by the Board of directors, preferably Senators.

40.2 If the Board of Directors decides to create that ad hoc Committee, the Committee shall submit to each regular meeting of the Board of Directors a report on all matters with which it has dealt since the previous regular Board meeting.

#### **ARTICLE 41 - THE PUBLICATIONS COMMITTEE**

41.1 If the Board of directors decides to create an ad hoc committee for the purpose mentioned in sub-section 41.2, it shall consist of at least three (3) members who shall elect from among themselves, a committee chairperson.

41.2 The Board of Directors may create an ad hoc committee for the purpose mentioned in sub-section 41.2, which shall consist of at least three (3) members: the Vice-President External Affairs/Communication, as Committee Chairman, and two (2) or more directors to be chosen by the Board of directors;

41.3 The purpose for the creation of the Publications Committee is to administer or supervise, or both, all periodic publications of MACES.

41.4 The Publications Committee shall submit to each regular meeting of the Board of Directors a report on all matters with which it has dealt since the previous regular Board meeting.



## **CHAPTER VIII- GENERAL ASSEMBLIES**

### **ARTICLE 42 - ANNUAL GENERAL ASSEMBLY**

42.1 The Annual General Assembly of the Association's members shall be held between September 15th and November 30th of each year on a date to be determined by resolution of the Board of Directors.

### **ARTICLE 43 - SPECIAL GENERAL ASSEMBLY**

43.1 The Board of Directors may convene a Special General Assembly of the Association's members whenever it deems it to be appropriate.

43.2 Unless otherwise provided in the by-laws, upon the receipt by the Secretary or the Board of Directors of a requisition in writing signed by at least five percent (5%) of the Association's members setting out the objects of the proposed Assembly, the Board of Directors shall immediately convene a Special General Assembly for the transaction of the business mentioned in the requisition.

### **ARTICLE 44 - DATE, LOCATION AND AGENDA**

44.1 The Board of Directors fixes the date, time, location and agenda of each Annual or Special General Assembly. This information shall appear in the notice of convocation.

### **ARTICLE 45 - NOTICE**

45.1 Every Annual or Special General Assembly shall be properly called if a notice is published in a MACES' newspaper or a McGill newspaper, or if a notice is sent by regular mail at least ten (10) clear days prior to the date of the Assembly to the last known address of every member.

45.2 If, by accident, no notice is sent or a deficient notice is sent to five percent (5%) or less of the members, the Assembly shall nevertheless be considered for all legal purposes to have been properly called and all resolutions of members adopted at such an Assembly shall be considered as valid.

### **ARTICLE 46 - REPRESENTATION**

46.1 A member cannot be represented by proxy at an Assembly.

### **ARTICLE 47 - QUORUM**

47.1 The members present constitute the quorum of all Assemblies.

### **ARTICLE 48 - PRESIDENT AND SECRETARY**

48.1 The President and the VP Internal Affairs/Secretary of the Association automatically act as the chairman and the secretary, as the case may be, of every Assembly. In the case of the absence of one or the other, or if he does not desire to fulfil the function, another member of the Association is elected to hold such a position for the purpose of a particular Assembly.



48.2 For greater certainty, it is declared that no participation of a Chief Returning Officer shall be required to elect a chairman or secretary of any Assembly.

**ARTICLE 49 - PROCEDURE**

49.1 Annual and Special General Assemblies shall be conducted according to Robert's Rules of Order.

**ARTICLE 50 - FUNCTIONS OF THE ANNUAL GENERAL ASSEMBLY**

50.1 The functions of the Annual General Assembly are:

- 50.1.1 To receive copies of the financial statements and the auditors' report;
- 50.1.2 To vote on proposed amendments(s), if any, to the Association's by-laws;
- 50.1.3 To determine the different orientations and priorities of the Association; and
- 50.1.4 To deal with such other matters as are lawfully presented to the Assembly.



## **CHAPTER IX- BOARD OF DIRECTORS MEETINGS**

### **ARTICLE 51 - DATE, LOCATION AND AGENDA**

- 51.1 The Board of Directors shall meet weekly unless there are no sufficient items on the agenda to warrant a meeting.
- 51.2 A schedule of regular meetings is to be drawn up by the Board of Directors.
- 51.3 All Board of Directors' meetings shall be open to the Association's members, unless the Board of Directors decides otherwise.

### **ARTICLE 52 - NOTICE**

- 52.1 The Vice-President Internal Affairs/Secretary, upon instructions from the President, calls a meeting by notifying each Director, verbally or by a written notice, at least five (5) days before the scheduled date, unless the meetings have been scheduled in advance in accordance with Article 52 and then, there shall be no need for such notice.
- 52.2 A Special Board of Directors' meeting may be called upon a one (1) day prior verbal notice.

### **ARTICLE 53 - REPRESENTATION**

- 53.1 A Director cannot be represented by someone else at the meeting, and cannot vote by proxy.

### **ARTICLE 54 - QUORUM**

- 54.1 The quorum for the Board of Directors' meetings is fifty percent (50%) plus one (1) of all the Directors.
- 54.2 Such quorum must exist throughout the meeting.

### **ARTICLE 55 - PRESIDENT AND VICE-PRESIDENT INTERNAL AFFAIRS/SECRETARY**

- 55.1 The President and the Vice-President Internal Affairs/Secretary of the Association automatically act as the chairman and the secretary of the meeting. In the case of the absence of one or the other, or if he does not desire to fulfil this function, the Vice-President Internal Affairs/Secretary shall hold the position of the chairperson and another Director shall be elected to hold the position of the secretary of the meeting.

### **ARTICLE 56 - PROCEDURE**

- 56.1 The Board of Directors' meetings shall be conducted according to Robert's Rules of Order.

### **ARTICLE 57 - VOTE**

- 57.1 The vote is taken by a show of hands unless a Director passes a motion requiring a secret ballot or a roll call.
- 57.2 The Chairman of the Meeting may not vote unless there is a tie and then he is given the deciding vote.



## **ARTICLE 58 - BOARD OF DIRECTOR FUNCTIONS**

- 58.1 The Board of Directors administers the affairs of the Association.
- 58.2 Without derogating from the generality of sub-section 58.1, the Board of Directors may:
- 58.2.1 Hire, discipline, supervise and fire any employee;
  - 58.2.2 Supervise all representatives of the Association appointed by the Board of Directors to a university committee or any other organization with which the Association is affiliated;
  - 58.2.3 Decide to affiliate or disaffiliate the Association from any organization;
  - 58.2.4 Effect all appointments, renewals of appointment, nominations and removals of the Association's representatives on McGill committees and/or external committees.
- 58.3 The Board of Directors is obliged to see to the good administration of the Association in all possible respects;
- 58.4 The Board of Directors is obliged to see to the fulfilment of all mandates given by the General Assembly.
- 58.5 The Board of Directors shall not affiliate the Association with any organization whose primary objectives are political or religious.



## **CHAPTER X- FINAL PROVISIONS**

### **ARTICLE 59 - LANGUAGES**

59.1 All members of the Association may conduct their business with the Association in either of the official languages of Canada.

### **ARTICLE 60 - HEADINGS**

60.1 The headings of the chapters, articles, or subsections of these or any other by-laws of the Association are for reference purposes only and do not bear on the interpretation of the provisions to which they relate.

### **ARTICLE 61 - GENDER AND NUMBER**

61.1 Without discrimination and for the sole purpose of simplifying the text of these by-laws, the masculine includes the feminine, and vice versa.

61.2 In these by-laws, whenever appropriate, words importing the singular include the plural, and vice versa.

### **ARTICLE 62 - LANGUAGE OF BY-LAWS**

62.1 Upon a resolution of a General Assembly of members, the Board of Directors shall make all its by-laws available in both official languages of Canada.

62.2 If the meaning of the English and French text of these or any other by-laws conflict, the English text shall prevail.

### **ARTICLE 63 - SUPERSEDING CLAUSE**

63.1 The present by-laws repeal and replace the previous Constitution and the "MACES' By-laws" as well as all other by-laws which are incompatible with the present by-laws.

### **ARTICLE 64 - PER DIEM FOR ATTENDANCE**

64.1 For each attendance to a meeting of an official Committee of the University or of an official Committee determined as such by the Board of Directors, each qualified or designed member of the Association effectively present at the meeting, who is not already director or officer, shall receive a per diem or an allowance of 40.00 \$ for its attendance, under the following reservation.

64.2 Notwithstanding the above provision, excluding meeting of Board of directors, of Senate and Board of Governors, taking in consideration the provisions 21.1.1, 21.1.2, 21.2.1 and 21.2.2 of the present By-law, the Board of directors may establish by a resolution that a director or an officer shall receive a per diem or an allowance of 40.00 \$ for its attendance at a meeting of an official Committee of the University or of an official Committee determined as such, by the Board of Directors provided that the committee attendance has not been assigned to the director as part of his duty, and the conditions to apply for a per diem or an allowance



for attendance for such meeting.

#### **ARTICLE 65 - COUNCIL**

- 65.1 Maces shall endeavour to constitute and maintain a council of advisors with a number of a minimum of 7 members and a maximum of 11 members including a council coordinator designed by the Board.
- 65.2 The council members shall represent students from various Cont 'ed program.
- 65.3 Thus the council shall not have more than two representatives from one program.
- 65.4 The council members shall be paid \$500 per 12 months period.
- 65.5 Council members are recruited for a 12 months period from September 15 to September 14 of the following year and shall meet at least once per term to discuss any arising issues regarding the association and or the students concerns.
- 65.6 The council members shall have at least a meeting per term with the association executive board.
- 65.7 During such meetings, the president of the association and each member of the executives shall make a presentation of her/his activity during the term and the president of the association shall inform the council of the association activity and expose the association strategy and accomplishments.
- 65.8.1 From time to time the council may give advices upon request of the Board.
- 65.9 In case of failure of the president and or of the executive board to present a positive report to the council, the members of the council can decide at a majority of 2/3 of its members, to call a general assembly to discuss the association decision and;
- 65.9.1 In case of confirmation of the failure of executive board to fulfill its duties, the council shall call for the dismissal of the board of directors and the organisation of anticipated elections.



## APPENDIX D

**The Association's approved logo and trademark.**



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 E

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

At time of execution of this Agreement:

The Newsletter is distributed to MACES members electronically only.

No paper Publication is distributed by MACES

#### **A. Approved On-Campus Location**

No on-campus locations have been approved.

#### **B. Approved Off-Campus Location**

No off-campus locations have been approved.

## **APPENDIX F**

### **University space and/or facilities granted to the Association in accordance with Article 15 and 16**

The Association's designated office space is located at 3437 Peel Street, which serves as the Association's principle premises in accordance with a lease agreement entered into with the University.

No other space is granted to MACES under this Agreement. Specifically:

- a. MACES is entitled to engage in the revenue-generating activities only within 3437 Peel Street, and only for its members for the stated purposes, as referenced in Article 16 of this Agreement.

MACES may not operate any revenue generating activities outside of 3437 Peel Street without the express written consent of the Deputy Provost (Student Life and Learning).

- b. No other space is granted to MACES free-of-charge or for non-revenue-generating activities, as referenced in Article 16 of this Agreement.

Any other space outside of 3437 Peel Street shall be subject to prior express written approval of the Deputy Provost (Student Life and Learning).

## APPENDIX G

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

Those clubs, groups or services 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.

Only one email address for each club, groups or services may be requested and shall take the form: [initials].maces@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 club at any time and for whatever reason.

NAME	Email	DESCRIPTION OF ACTIVITY
N/A		

**Note:** MACES confirms that there are no clubs or groups; however, undertakes to so inform the Deputy Provost (Student Life and Learning) of any new clubs and groups and to update this list on a yearly basis.

#### Executive email addresses:

[president.maces@mail.mcgill.ca](mailto:president.maces@mail.mcgill.ca)  
[vpfinance.maces@mail.mcgill.ca](mailto:vpfinance.maces@mail.mcgill.ca)  
[vpinternal.maces@mail.mcgill.ca](mailto:vpinternal.maces@mail.mcgill.ca)  
[vpexternal.maces@mail.mcgill.ca](mailto:vpexternal.maces@mail.mcgill.ca)  
[vpcommunications.maces@mail.mcgill.ca](mailto:vpcommunications.maces@mail.mcgill.ca)  
[vpacademic.maces@mail.mcgill.ca](mailto:vpacademic.maces@mail.mcgill.ca)  
[senator.maces@mail.mcgill.ca](mailto:senator.maces@mail.mcgill.ca)  
[governor.maces@mail.mcgill.ca](mailto:governor.maces@mail.mcgill.ca)  
[pod.maces@mail.mcgill.ca](mailto:pod.maces@mail.mcgill.ca)