MEMORANDUM OF AGREEMENT

BETWEEN

McGILL UNIVERSITY

AND

MUSIC UNDERGRADUATE STUDENTS' ASSOCIATION OF McGILL UNIVERSITY INC. / L'ASSOCIATION ÉTUDIANTES ET ÉTUDIANTS DU PREMIER CYCLE EN MUSIQUE DE L'UNIVERSITÉ McGILL INC
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MEMORANDUM OF AGREEMENT made and entered into at the City and District of Montreal, Province of Quebec

BETWEEN

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

(hereinafter referred to as the "University")

AND

MUSIC UNDERGRADUATE STUDENTS' ASSOCIATION OF McGILL UNIVERSITY INC. / L'ASSOCIATION ÉTUDIANTES ET ÉTUDIANTS DU PREMIER CYCLE EN MUSIQUE DE L'UNIVERSITÉ McGILL INC having its principal office at 555 Sherbrooke Street West Room E104 in the City and District of Montreal, Province of Quebec,

(hereinafter referred to as "the Association")

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

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

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

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

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

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

WHEREAS the Association was incorporated in November 1993 by Letters Patent issued pursuant to Part III of the Companies Act (Quebec), NEQ 1162921796; and

WHEREAS the Association was accredited on December 21, 2006 in accordance the Act Respecting the Accreditation and Financing of Students' Associations R.S.Q., chapter A-3.01 representing all undergraduate students in the Schulich School of Music of McGill University;

WHEREAS the University and the Association wish to enter into a new agreement, in replacement of the previous agreement,
NOW THEREFORE, THE PRESENT AGREEMENT WITNESSES:

1. COLLECTION OF ASSOCIATION FEES

1.1 The University shall collect in each of the fall and winter sessions during the term of the present Agreement all fees from students duly registered at the University and assessed by the Association, such fees (the "Association Fees") to be used by the Association for its operating expenses and the support of the Association. The current Association Fee Schedule appears as Appendix A hereto. The Association represents all undergraduate students from the Schulich School of Music.

1.2 The Association Fees shall be included in the total student fee assessed by the University in respect of students and all University regulations pertaining to the assessment and collection of fees shall apply thereto.

1.3 The Association Fees shall be distributed yearly as follows:

- The first distribution of the Association Fees shall be paid to the Association on September 15 and shall reflect fee assessments from June 1 to August 31st.

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

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

- The final distribution of Association Fees shall be paid on June 15 and shall reflect assessment as at May 31st, less the 1% fee for bad debt charges (in accordance with section 1.4), the Annual Administrative Fee (in accordance with section 2.1) and any other amounts owed to the University as at April 30.

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

1.5 Upon prior written agreement of the parties, the Association Fees may be credited to an internal account of the University with the prior written approval of the Association for the exclusive use of the Association.

1.6 No adjustments to the Association's fees shall be applied or collected by the University unless the Deputy Provost (Student Life and Learning) has confirmed in writing that the formalities required by the Association's constitution for fee adjustments and applicable law have been followed.
1.7 All requests for new fees or fee changes must be sent in writing to the Deputy Provost (Student Life and Learning) by April 1st for implementation in the Fall term and by November 20th for implementation in the Winter term.

2. ACCOUNTING SERVICES

2.1 The University shall provide certain accounting services to the Association for an Annual Administrative Fee in accordance with the schedule contained in Appendix B. This fee is subject to an annual review by the University. The services to be provided will include the following:

2.1.1 Monthly trust fund statements indicating fee revenues, distributions and expenses resulting in year to date totals.

2.1.2 Provision of regular lists on the Association's membership on a scheduled basis; weekly in August/September and monthly the remaining months.

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

2.2 Should the Association require any other lists, data sets or any other type of information on their membership or its financial records not already provided for in article 2.1 above or elsewhere in this Memorandum of Agreement, the University shall give effect to the request to the extent allowed by law and subject to the payment of an appropriate fee, and upon reasonable prior notice to Accountant, Student Affairs Office, Administration Building. This fee will be identified prior to fulfilling the request. The University is subject to the provisions of the Quebec Act Respecting Access to Documents held by Public Bodies and the Protection of Personal Information and therefore reserves the right to refuse to give effect to a request.

2.3 Notwithstanding article 2.1, should any programming changes be required to be performed by the University's Network Communications Services (“NCS”) at the request of the Association, the University reserves the right to charge the Association the hourly rate for the work to be performed.

2.4 The University will not draw any funds from the account maintained by the University for the use of the Association or from the fees collected by the University for the Association without the Association’s prior written approval, unless exercised as a remedy pursuant to article 8.1 hereto.
3. **LOANS AND GRANTS**

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

4. **INSURANCE**

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

4.2 The Association shall be solely responsible for obtaining appropriate insurance necessary to conduct its activities, including and without limitation, comprehensive general liability insurance, including but not limited to libel, slander, defamation of character, loss of property damages and personal damages, and shall name the University as Additional Insured.

4.3 The Association shall provide evidence of coverage upon execution of the Agreement and annually thereafter. Evidence shall take the form of true copies of the relevant insurance policy or renewal certificate.

4.4 The Association shall hold harmless the University, its officers, employees and agents of and from any and all suits, claims or demands, and reasonable costs and expenses that may arise by reason of the operation of activities of the Association, or any act, neglect, omission of the Association, its directors, officers, employees, agents or persons engaged or retained by it.

5. **MAINTENANCE AND AUDITING OF ACCOUNTS**

5.1 All financial records, books and accounts of the Association shall be maintained in accordance with generally accepted accounting principles consistently applied.

5.2 The Association shall provide the Deputy Provost (Student Life and Learning) with a copy of its annual audited financial statements within 120 calendar days of each financial year end. The Association's financial year-end is April 30.

5.3 Upon reasonable notice from the University and upon reasonable cause, the Association shall make available for audit at no cost to the Association all documents relating to:

- (a) current contracts and expenditures;
- (b) projected contracts and expenditures; and
- (c) books, records and accounts.

5.4 The Association shall engage the services of a reputable auditing firm or chartered accountant in good standing with the Order of Chartered Accountants of Québec to prepare the Association's annual financial statement and give notice of the same to the University on a timely basis. In the event the University does not find that firm acceptable, for whatever reasons, the Association shall appoint another firm subject to acceptance by the University.
6. USE OF THE MCGILL NAME OR EMBLEM

6.1 The Association recognizes the University is the owner of the intellectual property in the word "McGill" and the McGill trademarks which are duly protected by the Trademarks Act.

6.2 On a non-exclusive basis and solely in connection with its activities related to its role as a student association and in accordance with this Agreement, the University hereby grants the Association the right to use the word "McGill" and "Schulich" in its name: MUSIC UNDERGRADUATE STUDENTS' ASSOCIATION OF MCGILL UNIVERSITY INC. / L'ASSOCIATION ÉTUDIANTES ET ÉTUDIANTS DU PREMIER CYCLE EN MUSIQUE DE L'UNIVERSITÉ McGill INC. The present grant is not assignable.

6.3 The University's trademarks and emblems may not be used in connection with the Association's name or logo which shall be distinct from that of the University's.

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

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

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

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

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

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

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

A [e.g. club, service, activity] of the MUS, an undergraduate students' association at McGill University"

—or-

"Operated by the MUS, an undergraduate students' association at McGill University."
6.5 Neither the Association, nor any of its Groups shall use or integrate the tradename, emblems or trademarks of the University with the name, emblems or trademarks of the Association or Groups.

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

7. CONTRACTS AND LEGAL PROCEEDINGS

7.1 Any acts, contracts, and legal proceedings involving either party shall be the exclusive responsibility of that party.

7.2 Neither party shall enter into nor execute any cheques, contracts, documents, instruments, receipts, leases or other agreements in the name of the other party or in any way engage the liability of the other party thereon by any other means.

7.3 The Association shall not solicit or receive any gift, grant or bequest in the name of the University without the prior written consent of the University.

7.4 Should any legal proceedings or claims be taken or made against one party as a result of an act of the other, the said legal proceeding or claims shall be immediately referred to the other party which shall deal with it in a timely manner and at its own expense. Any costs or expenses incurred by the party for such legal proceedings or claim including, inter alia, any legal fees, condemnation, order, settlement, interest, judicial and extra judicial fees and costs, shall be entirely at the charge of the other party.

7.5 Either party shall have the option of engaging its own legal counsel to intervene in any legal proceedings in respect of the other party where its interests are involved. In such a case, all expenses, extra judicial fees and disbursements shall be borne exclusively by the party that has invoked this option.

8. RIGHT TO SET OFF

8.1 Should the University, following due notice to the Association, be required to pay any of the charges, costs, expenses, debts and claims which are by these presents to be borne exclusively by the Association, or should the Association be in any way indebted to the University, the University is authorized to collect or set off the said amount against the funds paid or payable to the Association hereunder.

8.2 In accordance with the present Agreement:

a) The University must provide the Association with a written notice of the charges, costs, expenses, debts and claims providing complete details and documents relating thereto.
b) The Association shall have thirty (30) working days (or 60 calendar days between period May 1 and August 31) after the receipt of such notice in which to resolve and/or remedy the matter.

c) The University shall exercise its best effort to inform the Association as soon as possible within the same budget year (defined as the period June 1 to May 31) of any charges, costs, expenses, debts and claims on the part of the Association under this clause.

9. LIQUOR PERMITS

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

9.2 The Association recognizes and reaffirms its commitment to respect article 39 of the Quebec Act Respecting Liquor Permits (chapter P-9.1) that specifies the Association may only hold a reunion class liquor permit, as defined in article 33 of the Quebec Act Respecting Liquor Permits (chapter P-9.1) for events held within University buildings or anywhere on University property. The hosting of such events is subject to prior express approval of the University and such other conditions as set from time to time.

9.3 The Association shall exercise its permits in accordance with all laws, municipal and government regulations and well as all internal requirements and policies of the University and appropriate standards of conduct, that include, but are not limited to those relating to:
(a) hosting on campus events only in approved University locations;
(b) advertising these campus events, and the cost of alcohol, in accordance with the law;
(c) purchasing, storing (as applicable) and serving the alcoholic beverages at these events in accordance with the law;
(d) adhering to all requirements with respect to building, fire, security and room capacity.

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

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

10. REPRESENTATIONS OF THE ASSOCIATION

10.1 The Association represents warrants and covenants that:

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

10.1.3 it has amended its policies and procedures to provide for conflict of interest provisions respecting the hiring of employees, contracts with related parties and the administration of its affairs;

10.1.4 it is and shall maintain its status as a corporation under Part III of the Quebec Companies Act whose membership is limited to regularly registered undergraduate music students.

10.1.5 all undergraduate music students registered at the University are entitled to membership, but no member may act as Director or Officer of the Association while subject to any non-academic disciplinary measure under the Handbook of Students Rights and Responsibilities which has the effect of affecting the student’s status.

10.1.6 all financial records, books and accounts of the Association shall be maintained in accordance with generally accepted accounting principles consistently applied.

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

i. the Association’s Annual Declaration of Incorporation as proof that the Association has maintained its incorporated status;

ii. a copy of the Association’s annual Audited Financial Statements prepared in accordance with Article 5 herein;

iii. a copy of the annual Certificate of Insurance obtained in accordance with Article 4 herein;

iv. by Sept 30th, a copy of a complete up-to date Appendix G, as at September 30th, listing all Association Groups for the following academic year in accordance with Article 6 herein and the Recitals appearing in Appendix G;

v. any changes to the documents remitted to the University concurrently with the execution of the present Agreement, within 30 days of the change.

11. EVENT OF DEFAULT

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

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

11.1.2 when the Association violates its charter, constitution or by-laws, or any duly approved regulations, rules or policies of the University some of which appear at www.mcgill.ca and in particular those in the University Administrative Handbook located at http://www.mcgill.ca/adminhandbook
11.1.3 when in the course of or subsequent to an audit, the Association’s auditors report material fraud, error or misstatement of the books or financial records, accounts or corporate affairs of the Association;

11.1.4 when the Association ceases to operate, dissolves, modifies its status, makes any general assignment for the benefit of the creditors, takes the benefit of any insolvency or bankruptcy act or if a receiver or trustee be appointed for the property of the Association or any part thereof.

11.2 In the event of default, the defaulting party shall be entitled to written notice of default and upon receipt of such notice, shall have 30 working days (or 60 calendar days between period May 1 and August 31) within which to remedy such default.

11.3 In the event of a dispute over the existence of a default, either party shall be entitled to submit the dispute to arbitration by giving the other party written notice no later than 90 calendar days from the date of the notice referred to in Section 11.2. Such notice shall suspend the delay granted to remedy the default referred to in Section 11.2.

11.4 Submission to arbitration shall be made in accordance with the provisions of the Quebec Code of Civil Procedures (Sections 940 and following) to one arbitrator chosen by the parties. The fees and expenses of the arbitrator shall be shared equally between the parties.

11.5 Notwithstanding section 11.3, the parties agree that it is in their best interest to resolve any dispute amicably. The parties agree to engage in an open and respectful dialogue between the Deputy Provost (Student Life and Learning) and the President of the Association with the aim of arriving at an amicable resolution of the dispute.

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

12. REMEDIES

12.1 Upon the confirmation of the occurrence of a default by either party, in accordance with section 11, the present Agreement may be resiliated forthwith upon written notice to the defaulting party.

12.2 Upon the confirmation of the occurrence of an event of default by the Association, in accordance with section 11, all funds for the accounts of the Association shall be allocated to an interim trust fund ("Trust Fund") administered by the University and overseen by a committee of five (5) members comprising of two University representatives, two Association representatives and chaired by a person selected by agreement of the parties. The Committee shall oversee the administration of the Trust Fund until such time as the Association has been restructured and reinstated.

12.3 It is expressly agreed that such resiliation shall be in addition and without prejudice to all other rights as provided by law or herein.
13. STUDENT PUBLICATIONS

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

13.1.1 The Association publishes in paper format the publication entitled THE PHONOGRAPH ("Publication") a copy of the front and second pages appears in Appendix D.

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

"Published by the Music Undergraduate Students' Association (of McGill University)"

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

"This Publication is published by the Music Undergraduate Students' Association, a student society at McGill University. The content of this publication does not necessarily represent the views of the Music Undergraduate Students' Association or of McGill University."

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

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

13.4 The Association may distribute the Publication on the Montreal campus at no cost by leaving copies at defined location in the building as designated by the University.

13.4.1 The list of Approved On-campus Locations appears in Appendix D. No changes shall be made to this list without the approval and authorization of the Deputy Provost (Student Life and Learning).

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

a) no off campus distribution in any other building is permitted without prior written permission of the authorized building manager and authorization from the Deputy Provost (Student Life and Learning);

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

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

14. BUSINESS ACTIVITIES

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

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

14.2 The Association must have the University's prior written agreement in signing any contracts or agreements with external parties, for Association's business purposes that lead to the use of University space and/or facilities by such external parties.

14.3 When University space and/or facilities are used for business activities, the University must be reimbursed appropriately for the costs associated with the use of such space and/or facilities; these may include but not be limited to the payment of electricity, janitorial and maintenance charges. The University shall provide the Association details and documents of such charges, upon request.

14.4 Any University space or facilities used for business activities may be subject to a lease or other formal arrangement that may include the payment of rent.

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

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

15. LOCATION

15.1 In accordance with its status as a recognized student association, the University shall provide the Association with a room at no charge that shall constitute an office from which to conduct its activities. The location of this room shall be on or around the Montreal campus of the University and shall constitute the Association's principal premises. The current location of this room appears in Appendix F.
15.2 The University further grants to the Association the use of the University space and/or facilities appearing in Appendix F at no charge for the term of this Agreement only for the stated purpose. No change may be made to the use of the space and/or facilities without the express prior approval of the Deputy Provost (Student Life and Learning).

15.3 Any request for additional space shall be made to the Deputy Provost (Student Life and Learning) and shall be subject to availability. All such space shall be confirmed in writing by the Deputy Provost (Student Life and Learning) whose confirmation shall constitute an amendment to this Agreement.

15.4 The University reserves the right to bill the Association for any extraordinary cleaning or repair necessitated as a result of an Association-sponsored activity in University premises listed in either Appendix E or F.

15.5 Subject to six (6) months notice, sent no later than September 1 and no earlier than April 30 with a copy to the Deputy Provost (Student Life and Learning), the Association shall vacate the space at the University's request should the University deem it necessary or advisable to use the space for other University purposes.

16. TELEPHONE, MAIL AND E-MAIL

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

16.1 to purchase telephone services from the University, including the "398" exchange number, long distance services, internal switching and University directory listings. No equipment other than that provided by McGill Network and Communications Services may be attached to lines provided by McGill.

16.2 to purchase backbone connectivity and internet access for their computers. This does not include a right to web casting. This may be subject to a separate agreement.

16.3 to use the University's e-mail system subject to the Association, its employees, officers and volunteers respecting University policies including but not limited to the Policy on the Responsible Use of McGill Information Technology Resources.

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

16.5 Subject to the conditions set out in Articles 6 and 13, the University grants the Association the right to use "McGill" within its domain name www.mcgillmusa.ca within the Associations' own independent interactive website.

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

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

18. **TEXTBOOKS AND CASEBOOKS**

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

19. **TERM AND REVIEW**

The term of the present agreement is five (5) years beginning on **June 1, 2015** and ending on **May 31, 2020**. Six (6) months prior to the expiration of the term, the parties shall review in good faith the terms and conditions with a view to renew on a mutually agreeable basis. In the event the parties are unable to agree on the terms of renewal, the terms of the present agreement shall be extended for a maximum of nine months.

20. **NOTICE**

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

21. **ENTIRE AGREEMENT**

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

22. **LANGUAGE**

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

AND THE PARTIES HAVE SIGNED:

**MUSIC STUDENT’S ASSOCIATION OF McGILL UNIVERSITY**

Per

[Signature]

Zainab Suzuki

President

Date

Feb 24 2016
Per: Anna Humphrey
Vice-President (Internal)

Date: 2.24.16

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

Date: 24 February 2016

Per: Professor Sean Ferguson
Dean of Music

Date: March 9, 2016
### APPENDIX A

Association Fee Schedule
in accordance with Article 1 of this Agreement

As of November 2015:

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<th>Description</th>
<th>Amt</th>
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<td>Winter 2016</td>
<td>Spring 2016</td>
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APPENDIX B

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

<table>
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<tr>
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APPENDIX C

Documents in accordance with Article 10 of this Agreement

Includes copies of:

i. Confirmation of Accreditation under the Quebec law
ii. Annual Declaration of Incorporation 2015
iii. Constitution and By-laws
v. Copy of the Audited Financial Statements 2014
vi. Copy of the Association’s Approved Logo(s)
Madame Linda Jacobs Starkey  
Doyenne des services aux étudiants par intérim  
Brown Student Services Building  
3600 McTavish, Suite 4100  
Montréal (Québec) H3A 1Y2

Objet : Accréditation de l'Association des étudiantes et étudiants du premier cycle en  
musique de l'Université McGill (MUSA).

Madame la Doyenne,

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

En conséquence de cette accréditation, l'association détient le droit exclusif de  
représenter les étudiants de premier cycle inscrits à l'École de musique Schulich  
auprès des autorités et dans les instances supérieures de cette école. L'accréditation  
lui confère également les droits prévus à la section V du chapitre III de la loi précitée,  
de même que ceux prévus au chapitre V.

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

En vous remerciant de votre collaboration, je vous prie d'agréer, Madame la  
Doyenne, l'expression de mes sentiments distingués.

Guy Major  
Agent d'accréditation

Pièce jointe : 1

c. c. M. Tristan Capacchione, MUSA  
M. Gordon Foote, École de musique Schulich

RECEIVED

JAN 03 2007

DEAN OF STUDENTS
ACCÉDITATION

ASSOCIATION DES ÉTUDIANTES ET ÉTUDIANTS DU PREMIER CYCLE EN
MUSIQUE DE L'UNIVERSITÉ MCGILL

et sa version anglaise

THE MUSIC UNDERGRADUATE STUDENT'S ASSOCIATION OF MCGILL
UNIVERSITY

CONSIDÉRANT QU'une demande d'accréditation fondée sur l'article 10.1 de la Loi sur l'accréditation et le financement des associations d'élèves ou d'étudiants (chapitre A-3.01) a été déposée dans les délais requis par l'Association des étudiantes et étudiants du premier cycle en musique de l'Université McGill à l'égard des étudiants de premier cycle de l'École de musique Schulich de l'Université McGill;

CONSIDÉRANT QUE la requérante est incorporée en vertu de la Partie III de la Loi sur les compagnies (L.R.Q., chapitre C-38);

CONSIDÉRANT QUE la requérante a obtenu, lors d'un vote au scrutin secret, la majorité des voix exprimées par les étudiants de premier cycle de l'école concernée, et que cette majorité représente au moins 25 p.100 des étudiants de premier cycle inscrits à cet établissement;

CONSIDÉRANT QUE les étudiants visés par la requête sont des étudiants de premier cycle constituant un groupe distinct d'étudiants au sens de l'article 2.1 de la loi;

CONSIDÉRANT QUE l'École de musique Schulich de l'Université McGill est un établissement d'enseignement au sens de la loi;

CONSIDÉRANT QUE les déclarations contenues dans la demande de la requérante ont été vérifiées et que toutes les conditions prévues dans la loi et les procédures prescrites ont été respectées;

POUR CES MOTIFS et en vertu des pouvoirs qui me sont conférés par le ministre de l'Éducation, du Loisir et du Sport, j'accorde l'accréditation à l'Association des étudiantes et étudiants du premier cycle en musique de l'Université McGill et je lui reconnais le droit exclusif de représenter l'ensemble des étudiants de premier cycle de l'École de musique Schulich auprès des autorités et dans les instances supérieures de cette école, quand la présence d'étudiants est prévue.

Fait à Québec, le 21 décembre 2006

[Signature]
Guy Major
Agent d'accréditation
Search a company to the register

State information of a corporation in the enterprise register

Information as of 2015-02-23 7:40:19 p.m.

State information

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Legal address

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<th>Suzuki</th>
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<td>Zainen</td>
</tr>
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<table>
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<tr>
<td>End date of existence</td>
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Legal form

| Legal form | Nonprofit corporation |
Date of incorporation: 1983-11-16 Constitution
Constitutive Plan: QUEBEC: Companies Act, Part 3 (RLRQ, C. C-38)
Current regime: QUEBEC: Companies Act, Part 3 (RLRQ, C. C-38)

Dates updates
- Date update status information: 2015-02-23
- Date of the last annual update statement: 2015-02-23 2014
- End date of the production period of the declaration of annual update 2015: 2015-11-01
- End date of the production period of the annual update of the 2014 Declaration: 2014-11-01

Bankruptcy
The company is not bankrupt.

Merger and Split
No merger or demerger was declared.

Continuation and further processing
No continuation or other transformation have been reported.

Liquidation or dissolution
No intention of winding up or dissolution was declared.

Economic activities and number of employees
1st sector
- Industry code (EAC): 9839
- Activity: Other professional associations
- Details (optional): REPRESENT UNDERGRADUATE STUDENTS IN MUSIC

2nd Industry
- Industry code (EAC): 9861
- Activity: Civic and Social Organizations
- Details (optional): ORGANIZING FOR SOCIAL AND CULTURAL ACTIVITIES MEMBERS

Number of employees
- Number of employees: 9839
- Other professional associations
- REPRESENT UNDERGRADUATE STUDENTS IN MUSIC
- Civic and Social Organizations
- ORGANIZING FOR SOCIAL AND CULTURAL ACTIVITIES MEMBERS
Number of employees in Quebec
Aucun

**Directors, officers and attorney**

**List of Directors**

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<tr>
<th>Last name</th>
<th>First Name</th>
<th>Start of charge</th>
<th>End date of the charge</th>
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<tr>
<td>Zhang</td>
<td>Nancy</td>
<td>2013-05-01</td>
<td></td>
<td>Vice President</td>
<td>301-3622 rue Durocher Montreal (Quebec) Canada H2X2E8</td>
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<tr>
<td>O'Brien</td>
<td>Allison</td>
<td>2013-05-01</td>
<td></td>
<td>Vice President</td>
<td>3460 B.C. E Montreal (Quebec) Canada H2X2H5</td>
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<tr>
<td>Pagniello</td>
<td>Heavenly</td>
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<td></td>
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<td>1250 RUE Saint-Alexandre Montreal Quebec Canada H3B3Z1</td>
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<td>Kolic</td>
<td>Chelsea</td>
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<tr>
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<td>Diana</td>
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<td></td>
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<td>Zainen</td>
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<td>Humphrey</td>
<td>Anna</td>
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<td>Maximillion</td>
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<td>Senator</td>
<td>423 rue Sainte-Madeleine Montreal (Quebec) Canada H3K2KB</td>
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<td>Parker</td>
<td>2014-05-01</td>
<td></td>
<td>Vice President</td>
<td>3-3654 STREET Aylmar Montreal Quebec Canada H2X2C4</td>
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<tr>
<td>Mariano</td>
<td>Anthony</td>
<td>2014-05-01</td>
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<td></td>
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Current functions  
Vice President
Address  
903-3465 RUE Hutchinson Montreal Quebec Canada  
H2X2G3

Last name  
Choi
First Name  
Julie
Start of charge  
2014-05-01
End date of the charge

Leaders are not members of the Board
No leader is not a member of the Board were reported.

Proxy
No attorney was reported.

Administrators of others
No director of another's property were reported.

Institutions
No institution has been declared.

Processing documents
No document is currently being processed by the Registrar of Companies.

Document Index
Preserved documents

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<td>THE MUSIC UNDERGRADUATE STUDENT'S ASSOCIATION OF MCGILL UNIVERSITY</td>
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Other names used in Québec

No other name used in Québec were reported.

Québec

© Government of Québec
M.U.S.A Constitution

TITLE I
THE ASSOCIATION

Article 1 – Name

The official name of the association is, in English, the Music Undergraduate Students’ Association of McGill University (M.U.S.A.) and, in French, L’Association des étudiantes et étudiants du premier cycle en musique de l’Université McGill.

Article 2 – Membership

All undergraduate students enrolled in the Schulich School of Music at McGill University are members of the Association.

Article 3 – Purpose

3.1 To represent the undergraduate body in its dealings with the Schulich School of Music, McGill University, and with undergraduates of this and other universities.

3.2 To provide organization for various cultural and social activities for the members.

3.3 To transact all other matters of business connected with the undergraduate body.

TITLE II
ORGANIZATION OF THE ASSOCIATION

SECTION I
EXECUTIVE

Article 4 – Members of the Executive

The Executive shall consist of:

i) President;

ii) Vice-President Internal;

iii) Vice-President External;

iv) Vice-President Finance;

v) Vice-President Administration;

vi) Vice-President Recreation (two members);

vii) Vice-President Academic;

viii) Vice-President Publicity;

xi) First-Year Representative.

Article 5 – Powers and Duties

5.1 The Executive shall:

i) carry out the policies of the Association;

ii) conduct the day-to-day business of Association;
iii) appoint the student members of Faculty Council and the Area Committees;
iv) adopt the budget of the Association;
v) determine the membership fee of each member of the Association, subject to ratification by referendum.

5.2 Signing powers of the Association shall be exercised by the following, two of whom shall be required for any given transaction:
i) the President;
ii) the Vice-President Finance.
If one of these positions is unoccupied, the Vice-President Internal may substitute.

5.3 During the period between the last day of classes of the winter term and the first meeting of the Executive in the fall term, the Executive may delegate the signing powers granted to the persons in Article 5.2 to other members of the Executive.

5.4 Each individual member of the Executive shall:
i) submit at least one article per semester to the Association’s newspaper The Phonograph;
ii) assist with fall and winter auditions;
iii) fulfill his/her obligations for office hours;
iv) submit at least one major proposal to the members of the Executive for change or improvement of the Association every twelve months;
v) miss no more than three meetings per academic year with or without an excuse. If a meeting has to be missed, regrets must be sent to the VP Administration at least 24 hours in advance. The Executive must vote on whether or not the member not attending the meeting is officially excused.

5.5 The photocopy code shall be known to the President, Vice-President Administration, and the Vice-President Publicity.

Article 6 – President

6.1 The President shall:
i) submit at least one major proposal to the members of the Executive for change or improvement of the Association every six months;
ii) organize and assign responsibility to each new member of the Executive at the beginning of each new Executive term;
iii) call a meeting of the Executive by the second week in the fall term;
iv) assure that all procedures and duties are being executed by other members of the Executive;
v) send a welcome letter to all new students of the Association with the Faculty’s information package;
vi) report to the Dean of Music on the basic dealings of the Association at least once a month and act as the primary liaison between the Association and the senior Administration;
vii) in cooperation with the Vice-President Finance, assure that all moneys owed to the Association or all moneys the Association owes are accounted, that the Association is properly insured, and that an Annual Declaration is submitted to the Registraire des Entreprises de Québec by December 15 of each year;
viii) ensure that the Association is in compliance with the terms of its Memorandum of Agreement with the University;
ix) submit a detailed report to the Executive at every meeting of proceedings of which they may not be aware;
x) represent the Association at Faculty Council meetings and report to the Executive on business discussed therein; if the President is unable to attend, s/he must delegate a replacement;
xi) represent the Association at all President’s Council meetings or designate a replacement;

Article 7 - Vice-President Internal

7.1 The Vice-President Internal shall:
i) assist the President in his/her duties;
ii) act as the Chief Returning Officer for all Association elections;
iii) assume the duties of the President if the President vacates the position;
iv) compile and maintain all locker occupancy regulations and data;
v) create a directory of members of the Association and distribute it to all students;
vi) make any necessary amendments to the Constitution and be aware of its contents.

Article 8 - Vice-President External

8.1 The Vice-President External shall:
i) serve as the Councilor for Music on the Students’ Society of McGill University Council, and report back to the Executive on these meetings;
ii) establish and maintain relations with associations external to music and the Montreal community;
iii) outline all procedures and responsibilities to successors in written and oral format.

Article 9 - Vice-President Finance

9.1 The Vice-President Finance shall:
i) prepare a draft of the annual budget and submit it to the Executive by the third week of the September;
ii) prepare the annual budget and submit it to the Executive for approval before the second week of October;
iii) submit a copy of the approved budget to the Dean of Music;
iv) manage funds of the Association;
v) keep proper financial records and accounts;
vi) assure that the Association is insured and assure the McGill University is aware of the insurance coverage;

xiv) submit a year-end report with the VP Internal to the Dean of Music, outlining the Executive’s accomplishments, changes, and improvements to the Association.

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i) assist the President in his/her duties;
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iii) assume the duties of the President if the President vacates the position;
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iii) submit a copy of the approved budget to the Dean of Music;
iv) manage funds of the Association;
v) keep proper financial records and accounts;
vi) assure that the Association is insured and assure the McGill University is aware of the insurance coverage;

xiv) submit a year-end report with the VP Internal to the Dean of Music, outlining the Executive’s accomplishments, changes, and improvements to the Association.
xiii) prepare a financial statement to be audited by May 31st of each year;
xiv) send a copy of the audited financial statement to the Office of the Vice-Principal (Administration and Finance) by August 31st of each year;
xv) outline all procedures and responsibilities to successors in written and oral format.

Article 10 – Vice-President Administration

10.1 The Vice-President Administration shall:
i) record all proceedings of the Executive and make all documents available to the members of the Association;
ii) provide the Executive with agendas, meeting documents, and all other correspondence for each meeting;
iii) submit the minutes from the preceding meeting for approval at each Executive meeting;
iv) arrange the meeting times and locations for each semester and submit these times to the Executive by the second week of each term;
v) conduct all correspondence for the Executive;
vi) regularly back-up executive files to the Association’s FTP server;
vii) manage key access to Association’s offices;
viii) maintain the files for the Executive;
ix) maintain the office of the Association;
xi) outline all procedures and responsibilities to successors in written and oral format.

Article 11– Vice Presidents Recreation

11.1 The Vice-Presidents Recreation shall:
i) organize welcome events for incoming students to the Schulich School of Music;
ii) conduct and organize at least four social events for the Association within the span of two scholastic semesters;
iii) conduct and organize at least one charitable event for the Association within the span of two scholastic semesters;
iv) maintain the recreation room;
v) handle intramural team requests for the Association;
vi) oversee the activities of the Athletic Coordinator. If there is no Athletic Coordinator, then the responsibility falls to one of the VP Recreation;
vii) outline all procedures and responsibilities to successors in written and oral format.

Article 12 – Vice-President Academic

12.1 The Vice-President Academic
i) fill all seats that are undergraduate representations within the Schulich School of Music (as outlined in Section 22.1) either by him/herself or by appointment of another member of the Association;
ii) report on all undergraduate representations and information obtained by these representations to the Executive;
iii) chair the Musicians' Committee;
iv) actively seek students' feedback about their academic experience at the School and address pertinent issues arising with appropriate faculty and/or administration, (ensuring confidentiality and transparency at all times);
v) coordinate fall and winter ensemble auditions with the administration of the Schulich School of Music, coordinating proctors on behalf of the Association;
vi) oversee the dispensation of the Association’s Masterclass Endowment Fund;
vii) outline all procedures and responsibilities to the successors in written and oral format.

Article 13 – Vice-President Publicity

13.1 The Vice-President Publicity shall:
i) advertise all significant data compiled by the Executive to all other members of the Association;
ii) maintain current advertisements in the kiosks located on main campus in conjunction with McGill Concerts and Publicity;
iii) maintain the Association’s website and email listservs and prepare regular email updates to the members of the Association;
iv) outline all procedures and responsibilities to successors in written and oral format.

Article 14 – First-Year Representative

14.1 The First-Year Representative shall:
i) relay concerns displayed by first-year students to the Executive;
ii) organize the first year wine and cheese in January of each year;
iii) represent the Association on the First Year Committee Council (FYCC) and the First Year Work Experience Group (FYEWG);
iv) outline all procedures and responsibilities to successors in written and oral format.

Article 15 – Non-executive positions

The Non-executive positions shall consist of the following:
i) Senator;
ii) Phonograph Editor;
iii) Speaker;
iv) Athletic Coordinator;
These positions do not hold voting power on the Executive board.

Article 16 – Senator

16.1 The Senator shall:
i) report to the Executive on Senate matters;
ii) assist the Vice-President External with campus issues;
The Senator may be a member of the Executive board.

Article 17 – Phonograph Editor

17.1 The Phonograph Editor shall:
i) oversee all business related to the publication *The Phonograph*;
ii) appoint one to two co-editors to assist him/her with his/her duties;
iii) have access to a publication office, permitting the Executive grants him/her the space each year. If there is not a space available, the Executive will accommodate the *Phonograph* in their own office E-104;
v) fundraise in the manner of his/her choice, either by advertising and/or fundraising events (ie. release parties etc.), with an aim to becoming fiscally independent.
Article 18 – Speaker

18.1 The Speaker shall:
   i) conduct meetings in a mannerly order, according to Robert’s Rules of Order;
   ii) educate the Executive on Robert’s Rules of Order.

Article 19 – Athletic Coordinator

19.1 The Athletic Coordinator shall:
   i) organize the Schulich School of Music sports teams;
   ii) adhere to all of the rules set out by the VP Recreation.

Article 20 – Terms of the Office for the Members of the Executive

20.1 Except for the First-Year Representative, all members of the Executive shall be elected in March for a term of one year beginning May 1st and ending April 30th.

20.2 The Non-executive positions shall be nominated with the approval of the Executive.

20.3 The First-Year Representative shall be elected in the early fall for a term beginning on the date of the election and ending April 30th.

Article 21 – Meetings and Procedure

21.1 The Executive shall meet at least once every two weeks during the period while classes are in session.

21.2 Quorum shall be half of the Executive with voting power plus one.

Article 22 – Committees

22.1 Membership to all faculty councils at the Schulich School of Music may be filled by any member of the Association.

Article 23 – Chief Returning Officer

23.1 The Chief Returning Officer shall:
   i) preside over elections and referenda as provided for in the Constitution of the Association;
   ii) rule on protests relating to elections and referenda filed under the provisions set forth in the Constitution of the Association.

23.2 The Vice-President Internal shall serve as Chief Returning Officer unless s/he is running in an election; in this situation, the Vice-President Internal shall nominate a non-partisan member of the Executive to serve as Chief Returning Officer.

SECTION II
GENERAL ASSEMBLY
Article 24 – Introduction

The General Assembly may make a decision, including the ratification or rejection of any Executive decision.

Article 25 – Meeting of the General Assembly

25.1 The General Assembly may be called by a resolution of the Executive or by a petition signed by at least ten percent of the members of the Association.

25.2 A public notice announcing the meeting of the General Assembly shall be posted at least one week in advance of the meeting.

25.3 Quorum for the General Assembly shall be at fifteen percent of the members of the Association

SECTION III
PROCEDURE

Article 26 – Rules of Procedure

26.1 The rules of procedure for all meetings of the Executive and the General Assembly shall be the same method approved for the Students’ Society of McGill University meetings unless otherwise specified.

SECTION IV
LANGUAGE RIGHTS

Article 27 – Languages of the Association

27.1 English and French are the two official languages of the Association.

27.2 At all meetings of the Association, either language may be used.

27.3 Resolutions of the Association and its committees may be adopted in either or both of the official languages.

27.4 Official notices pertaining to elections, referenda, and nominations shall be posted in both official languages.

27.5 The budget shall be adopted in both official languages.

SECTION V
REFERENDA

Article 28 – Initiation of the Referendum Procedure

28.1 A referendum may be initiated by a resolution of the Executive or by a petition signed by at least ten percent of the members of the Association.
28.2 A public notice stipulating the referendum question shall be posted at least one week in advance of the referendum.

Article 29 – Referendum Procedure

29.1 A majority of those voting, with a minimum of fifteen percent of the Association voting, is required to pass a referendum.

29.2 The rules contained in Section 26.1 do not apply to an Amendment of the Constitution of the Association.

Article 30 – Effect of a Referendum

30.1 The result of a referendum is binding and takes precedence over decisions of the Executive and the General Assembly.

SECTION VI
IMPEACHMENT

Article 31 – Removal from Office

31.1 A member of the Executive may be removed from office only by way of a referendum and by a vote of fifty percent plus one member of the Association.

31.2 Such a referendum may be initiated by:
   i) a two-thirds majority vote of the Executive;
   ii) by a petition signed by a minimum of twenty-five percent of the Association.

31.3 A public notice announcing the referendum question shall be posted at least one week in advance of such a referendum.

31.4 The results of such a referendum are binding.

31.5 The rules contained in Section V (Articles 28 to 30) do not apply to a referendum under this section.

TITLE III
ELECTIONS

Article 32 – Chief Returning Officer

32.1 The Chief Returning Officer shall not vote in any election of the Association.

Article 33 – Eligible Candidates

33.1 All Executive positions shall be open to all members of the Association.

Article 34 – Conditions for an Election
34.1 An election shall only be called if more than one candidate is nominated for any position.

34.2 If there is more than one candidate, elections shall be held for that position.

TITLE IV
THE CONSTITUTION

Article 35 – Superseding Clause

This constitution supersedes and repeals all previous constitutions of the Association.

Article 36 – Languages of the Constitution

The English and French text are equally authoritative.

Article 37 – Amendment of the Constitution

37.1 The Constitution of the Association may only be amended by referendum.

37.2 A special two-thirds majority of those voting, with a minimum of one-third of the Association voting, is required to amend the Constitution of the Association.

37.3 A final written version of the proposed amendments shall be made available at least one week in advance of such a referendum.

Article 38 – Language of Amendment

All Amendments to the Constitution shall be adopted in both official languages.

Article 39 – Coming into Force

This Constitution shall come into force May 1, 2006.
The Royal Institution for the Advancement of Learning and McGill University
688 Sherbrooke Street West
Suite 1420
Montreal, QC H3A 3R1

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured
MUSIC UNDERGRADUATE STUDENT ASSOCIATION
OF MCGILL UNIVERSITY (MUSA)
555, SHERBROOKE WEST
SUITE #E 104, MUSIC BLDG
MONTREAL, QC H3A 1E3

Coverage

<table>
<thead>
<tr>
<th>Property</th>
<th>Insurer</th>
<th>Royal &amp; Sun Alliance Ins Co of Canada</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy #</td>
<td>RAP7032273</td>
<td></td>
</tr>
<tr>
<td>Effective</td>
<td>16-Sep-2014</td>
<td>Expiry 16-Sep-2015</td>
</tr>
<tr>
<td>Risks Insured</td>
<td>Boiler &amp; Machinery Not Covered All Risks of Direct Physical Loss or Damage (except as excluded) Earthquake Incurred Placed Sewer Back Up Included Property of Every Description $18,000 Food $16,000 Annual Aggregate Earthquake $150,000</td>
<td></td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>Insurer</td>
<td>Royal &amp; Sun Alliance Ins Co of Canada</td>
</tr>
<tr>
<td>Policy #</td>
<td>RAP7022273</td>
<td></td>
</tr>
<tr>
<td>Effective</td>
<td>16-Sep-2014</td>
<td>Expiry 16-Sep-2015</td>
</tr>
<tr>
<td>Limits of Liability</td>
<td>Bodily Injury &amp; Property Damage - Each Occurrence $4,000,000 Total All Risks $1,000,000 Non-Covered Automobile Liability $1,000,000 Personal Injury $1,000,000 Policy may be subject to a General Aggregate and Other Aggregates, where applicable</td>
<td></td>
</tr>
</tbody>
</table>

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE
<table>
<thead>
<tr>
<th>Crime</th>
<th>Insurer</th>
<th>Royal &amp; Sun Alliance Ins Co of Canada</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy #</td>
<td>RAP4702273</td>
<td></td>
</tr>
<tr>
<td>Effective</td>
<td>16 Sep 2014</td>
<td>Expiry 18 Sep 2015</td>
</tr>
<tr>
<td>Limits of Liability</td>
<td>Employee Dishonesty Form A $5,000</td>
<td>Loss Inside the Premises $10,000 \ Loss Outside the Premises $10,000</td>
</tr>
</tbody>
</table>

**Terms and / or Additional Coverage**

Only with respect to the above and arising out of the Named Insured's operations are the following names added to the policy as Additional Insured: "The Royal Institution for the Advancement of Learning and McGill University" where required by written contract or written agreement with respect to Commercial General Liability. The policy limits are not increased by the addition of such Additional Insured and remain as stated in this Certificate.

**Cancellation / Termination**

The Insurer will endeavour to provide THIRTY (30) days written notice of cancellation/termination to the addressee except that statutory or policy conditions (whichever prevails) will apply for non-payment of premium.

**THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO The Royal Institution for the Advancement of Learning and McGill University. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.**

Aon Reed Stenhouse Inc.

Dated: 16-October-2014
Issued By: Ponza, Linda
Tel

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE
THE MUSIC UNDERGRADUATE STUDENT’S ASSOCIATION OF MCGILL UNIVERSITY
FINANCIAL STATEMENTS
APRIL 30, 2014
INDEPENDANT AUDITORS' REPORT

FINANCIAL STATEMENTS

Statement of operation
Statement of changes in net assets
Balance sheet
Cash flow statement
Notes to the financial statements

1.
2.
3.
4.
5.
INDEPENDANT AUDITORS’ REPORT

The executive council of
THE MUSIC UNDERGRADUATE STUDENT’S ASSOCIATION
OF MCGILL UNIVERSITY,

We have audited the accompanying financial statements of THE MUSIC UNDERGRADUATE STUDENT’S ASSOCIATION OF MCGILL UNIVERSITY, which comprise the balance sheet as at April 30, 2014, and the statements of operation, the statements of changes in net assets and statement of cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management’s Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian Accounting Standards for Not-for-Profit Organizations (ASNPO), and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

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

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

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.
Opinion
In our opinion, the financial statements present fairly, in all material respects, the balance sheet of THE MUSIC UNDERGRADUATE STUDENT'S ASSOCIATION OF MCGILL UNIVERSITY as at April 30, 2014, and the results of its operations and its cash flows for the year then ended in accordance with Canadian Accounting Standards for Not-for-Profit Organizations (ASNPO).

Guimond Lavallée inc.

Chartered professionals accountants corporation

September 22, 2014
Brossard (Quebec)

1 CPA auditor, CA permit No. A128130
THE MUSIC UNDERGRADUATE STUDENT'S ASSOCIATION OF MCGILL UNIVERSITY

STATEMENT OF OPERATION

YEAR ENDED APRIL 30, 2014

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student fees</td>
<td>$28,299</td>
<td>$29,069</td>
</tr>
<tr>
<td>Activities</td>
<td>1,600</td>
<td>1,896</td>
</tr>
<tr>
<td>Frosh</td>
<td>3,863</td>
<td>3,819</td>
</tr>
<tr>
<td>Interest revenue</td>
<td>3,872</td>
<td>3,762</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>37,634</td>
<td>38,546</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer lab fees</td>
<td>13,951</td>
<td>14,299</td>
</tr>
<tr>
<td>Frosh</td>
<td>5,927</td>
<td>6,780</td>
</tr>
<tr>
<td>Insurance</td>
<td>2,014</td>
<td>2,069</td>
</tr>
<tr>
<td>Master classes</td>
<td>4,450</td>
<td>2,700</td>
</tr>
<tr>
<td>Professional fees</td>
<td>2,299</td>
<td>2,578</td>
</tr>
<tr>
<td>Bank charges</td>
<td>199</td>
<td>222</td>
</tr>
<tr>
<td>Office supplies</td>
<td>387</td>
<td>941</td>
</tr>
<tr>
<td>Publications</td>
<td>1,942</td>
<td>3,418</td>
</tr>
<tr>
<td>Telecommunications</td>
<td>729</td>
<td>661</td>
</tr>
<tr>
<td>Musicians' health series</td>
<td>2,720</td>
<td>2,305</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>365</td>
<td>168</td>
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<tr>
<td>Other activities</td>
<td>3,849</td>
<td>3,332</td>
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<tr>
<td><strong>Total Expenditure</strong></td>
<td>38,752</td>
<td>39,243</td>
</tr>
<tr>
<td><strong>Excess of Expenses over Revenues</strong></td>
<td>$(1,118)</td>
<td>$(697)</td>
</tr>
</tbody>
</table>
THE MUSIC UNDERGRADUATE STUDENT'S ASSOCIATION
OF MCGILL UNIVERSITY

STATEMENT OF CHANGES IN NET ASSETS
YEAR ENDED APRIL 30, 2014

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>NET ASSETS, BEGINNING OF YEAR</td>
<td>$5,029</td>
<td>$5,726</td>
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<tr>
<td>EXCESS OF EXPENSES OVER REVENUES</td>
<td>(1,118)</td>
<td>(697)</td>
</tr>
<tr>
<td>NET ASSETS, END OF YEAR</td>
<td>$3,911</td>
<td>$5,029</td>
</tr>
</tbody>
</table>
THE MUSIC UNDERGRADUATE STUDENT'S ASSOCIATION
OF MCGILL UNIVERSITY

BALANCE SHEET
APRIL 30, 2014

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CURRENT ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>$3,911</td>
<td>$5,429</td>
</tr>
<tr>
<td><strong>LIABILITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CURRENT LIABILITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts payable</td>
<td>$-</td>
<td>$400</td>
</tr>
<tr>
<td><strong>NET ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nets assets</td>
<td>$3,911</td>
<td>$5,429</td>
</tr>
</tbody>
</table>

On behalf of the board:

[Signature]

[Name], director

[Signature]

[Name], director
THE MUSIC UNDERGRADUATE STUDENT’S ASSOCIATION
OF MCGLL UNIVERSITY

CASH FLOW STATEMENT
YEAR ENDED APRIL 30, 2014

<table>
<thead>
<tr>
<th>OPERATING ACTIVITIES</th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excess of expenses over revenues</td>
<td>$(1,118)</td>
<td>$(697)</td>
</tr>
<tr>
<td>Net change in non-cash working capital (note 3)</td>
<td>(400)</td>
<td>14,794</td>
</tr>
<tr>
<td>Net cash provided by (used in) operating activities</td>
<td>(1,518)</td>
<td>14,897</td>
</tr>
</tbody>
</table>

INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS | (518) | 14,897 |

CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR | 5,429 | (8,668) |

CASH AND CASH EQUIVALENTS, END OF YEAR | $3,911 | $5,429 |

Cash and cash equivalents consist of cash on hand.
1. STATUTES OF INCORPORATION AND NATURE OF ACTIVITIES

THE MUSIC UNDERGRADUATE STUDENT'S ASSOCIATION OF MCGILL UNIVERSITY (the "Organization") is incorporated under Part 3 of Quebec Companies Act as a non-profit. The organization objective is to promote activities among undergraduate students of the Schulich School of Music.

2. SIGNIFICANT ACCOUNTING POLICIES

USE OF ESTIMATES

The preparation of these financial statements in conformity with Canadian Accounting Standards for Not-for-Profit Organizations (ASNPO) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. These estimates are reviewed periodically and adjustments are made to income as appropriate in the year they become known.

REVENUES RECOGNITION

Membership and program fees are recognized as revenue when collected, while revenues from the services provided are recognized when provided.

FINANCIAL INSTRUMENTS

Measurement of financial instruments

The Organization initially measures its financial assets and financial liabilities at fair value, except for certain related party transactions that are measured at the carrying amount or exchange amount, as appropriate.

The Organization subsequently measures all its financial assets and financial liabilities at cost or amortized cost, except for investments in equity instruments that are quoted in an active market, which are measured at fair value. Changes in fair value of these financial instruments are recognized in net income.

Financial assets measured at amortized cost include cash.

Financial liabilities measured at amortized cost include accounts payable.

3. NET CHANGE IN NON-CASH WORKING CAPITAL

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts receivable</td>
<td>$</td>
<td>$13,141</td>
</tr>
<tr>
<td>Restricted cash</td>
<td>$(400)</td>
<td>400</td>
</tr>
<tr>
<td>Accounts payable</td>
<td>$(400)</td>
<td>14,794</td>
</tr>
</tbody>
</table>

Total net change in non-cash working capital: $(400)
APPENDIX D

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

A. Approved On-Campus Location

The Publication, *THE PHONOGRAPH*, shall be distributed in specified locations on the Montreal campus in the following buildings:

- Strathcona Music Bldg.
  - Ground Floor
  - Basement and cafeteria area
- New Music Bldg
  - Music Library (3rd Floor)
  - Lobby as designated by the Dean’s Office

B. Approved Off-Campus Location

The Publication shall not be distributed off-campus.
APPENDIX E

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

The Association has not been designated any space for revenue-generating activities.

The Association shall not operate nor manage, whether directly or under contract, vending machines and food counters.

The Association shall be consulted on any change to the food provider or any of the services to be rendered in the Music Buildings.
APPENDIX F

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

1. In accordance with article 15.1, the University grants the Association the following rooms at no
cost. The rooms shall constitute an office from which to conduct its activities and shall
constitute the Association's principal premises.

Room E104 Strathcona Music Bldg as an office

2. In accordance with article 15.2, the University further grants to the Association the use of the
following University space and/or facilities at no charge for the term of this Agreement and for the
stated purpose:

Room E109 Strathcona Music Bldg. - office
Room E318 Strathcona Music Bldg. - storage space

No other space is allocated for the Association under this Agreement.

3. It is understood that certain departmental associations may have been allocated space for their
activities. Space so allocated by to departmental associations is done at the discretion of the
Chair and Dean on a year-to-year basis only.

4. All requests by the Association for space, or for the re-allocation of space shall be submitted
for approval directly to the Deputy-Provost (Student Life and Learning). Space may be re-
allocated by the University at any time.
Appendix G

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

LIST OF ASSOCIATION'S GROUPS

PART 1: RECITALS

A. Definitions:

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

B. The Association confirms:

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

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

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

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

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

<table>
<thead>
<tr>
<th>Category I: For Groups other than those affiliated or affiliating with external organizations</th>
</tr>
</thead>
<tbody>
<tr>
<td>• McGill / Schulich Music [insert e.g. Investment Club], or</td>
</tr>
<tr>
<td>• McGill [insert e.g. Italian] Students’ Association, or</td>
</tr>
<tr>
<td>• [insert e.g. Italian] Music Students’ Society, or</td>
</tr>
<tr>
<td>• MUSA [insert], or</td>
</tr>
<tr>
<td>• [insert e.g. Martial Arts Club] – MUSA</td>
</tr>
<tr>
<td>• Schulich /MUSA [insert e.g. Martial Arts Club]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category II: For Groups affiliated or affiliating with an external organization including political parties</th>
</tr>
</thead>
<tbody>
<tr>
<td>• MUSA /or McGill Music Students for [e.g. Make a Wish], or</td>
</tr>
<tr>
<td>• MUS or McGill Music Students Supporting [e.g. Make a Wish], or</td>
</tr>
<tr>
<td>• MUS or McGill (Music) Students’ Chapter of [e.g. Make a Wish, or</td>
</tr>
<tr>
<td>• [e.g. Make a Wish, Cystic Fibrosis etc.] - MUSA</td>
</tr>
<tr>
<td>• [e.g. Make a Wish, Cystic Fibrosis etc.] at MUSA</td>
</tr>
</tbody>
</table>
Category III: For Sports Clubs or Teams

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

Category IV: For Association Services and Media

- McGill Music Students [insert e.g. Performance Club], or
- Music Students [insert e.g. tutorial service], or
- [insert e.g. Tutorial Service] – MUSA

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

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

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

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

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

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

Only those clubs or groups listed below having the name "McGill" in their names are permitted to continue to use the name McGill in their names as appearing below and only for the stated activity.

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

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).
M.Ed.U.S.A- Music Education Undergraduate Student Association

<table>
<thead>
<tr>
<th>NAME</th>
<th>MISSION OF ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>M.Ed.U.S.A- Music Education Undergraduate Student Association</td>
<td>M.Ed.U.S.A. was created to help Music Education students get the most out of their McGill experience. They offer a handbook detailing program requirements, scheduling tips, email contacts and Canadian teaching requirements. They also hold social gatherings, workshops and postings of teaching opportunities in the Montreal area. The goal of the Association is to increase the visibility of Music Education students within the Schulich School of Music</td>
</tr>
</tbody>
</table>

In addition, an e-mail address, in the form of position.musa@mail.mcgill.ca shall be assigned to the following Association Executives:

- President: president.musa@mail.mcgill.ca
- Academic: academic.musa@mail.mcgill.ca
- External: external.musa@mail.mcgill.ca
- Finance: finance.musa@mail.mcgill.ca
- Internal: internal.musa@mail.mcgill.ca