

21 May 2015

MEMORANDUM OF AGREEMENT

BETWEEN

McGill UNIVERSITY

AND

**POST-GRADUATE STUDENTS' SOCIETY OF
McGILL UNIVERSITY INC. / L'ASSOCIATION DES
ETUDIANTS POST-GRADUES DE L'UNIVERSITE
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 **POST-GRADUATE STUDENTS' SOCIETY OF MCGILL UNIVERSITY INC. / L'ASSOCIATION DES ETUDIANTS POST-GRADUÉS DE L'UNIVERSITE MCGILL INC**, an incorporated association having its principal office at 3650 McTavish Street in the City and District of Montreal, Province of Quebec,
(Hereinafter referred to as the "PGSS" or "Association")

WHEREAS the University and the PGSS, entered into a ten-year agreement of lease whose term ends on 31 May 2024;

WHEREAS the University recognizes that the PGSS is the representative of all students registered in graduate and postdoctoral studies;

WHEREAS the University recognizes that the PGSS has fulfilled its representative functions with consistency and diligence throughout its history;

WHEREAS the University is prepared to protect the collective rights of the graduate and postdoctoral students' body as represented by the PGSS;

WHEREAS the University wishes to strengthen its ties with the PGSS through formal and binding contractual commitments and to permit it to take benefit thereof;

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

WHEREAS the PGSS was incorporated on March 30, 1973 by Letters Patent issued pursuant to Part III of the Companies Act (Quebec), NEQ 1143918937;

WHEREAS the Association was accredited in April 2013 in accordance with the *Act Respecting the Accreditation and Financing of Students' Associations R.S.Q., chapter A-3.01* representing all postgraduate students at McGill University;

WHEREAS the University and the PGSS wish to enter into a new memorandum of agreement, in replacement of the previous agreement;

NOW THEREFORE, THE PRESENT AGREEMENT WITNESSES:

1. COLLECTION OF PGSS FEES

- 1.1 Subject to the approval of the Board of Governors of the University, the University shall collect in each of the fall and winter sessions during the term of the present Agreement all fees from students duly registered at the University and assessed by the PGSS, such fees (the "PGSS Fees") to be used by the PGSS for its operating expenses and the support of the PGSS. The current PGSS Fee Schedule appears as **Appendix A** hereto.
- 1.2 The PGSS 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 PGSS Fees shall be paid to the PGSS on September 15 and shall reflect fee assessments from June 1 to August 31st.
 - The **second distribution** of the PGSS 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 PGSS 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 PGSS Fees shall be paid on June 15 and shall reflect assessment as at May 31st, less the 1% fee for bad debt charges (in accordance with section 1.4), the Annual Administrative Fee (in accordance with section 2.1) and any other amounts owed to the University as at May 31st.
- 1.4 No charges shall be levied by the University for the collection of the PGSS 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. In order to allow the PGSS to administer its Health Insurance program, the University shall provide the PGSS annually, but no later than December 10th of a given year, a list of names of PGSS' members as of November 30 who have delinquent fee accounts in excess of the amount assessed by the PGSS for the Health Insurance.
- 1.5 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
- 1.6 No adjustments to the PGSS 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 PGSS' constitution in respect of a referendum for fee adjustments, this agreement and applicable law have been followed.

2. ACCOUNTING SERVICES

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

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

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

The Association shall request security access at the beginning of their mandate to access Minerva reports. The Secretary-General of the Association must authorize all requests for access, and should the Secretary-General require access, then two Officers/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 Secretary-General of the Association.

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 upon reasonable prior notice given to the Accountant, Student Affairs Office, Administration Building and subject to the payment of an appropriate fee. 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 PGSS, the University reserves the right to charge the PGSS the hourly rate for the work to be performed.

2.4 The University shall not draw any funds from the account maintained by the University for the use of the PGSS or from the fees collected by the University for the PGSS without the PGSS' prior written approval, unless exercised as a remedy pursuant to article 9.1 hereto.

3. LOANS AND GRANTS

The PGSS 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. **STAFF STATUS**

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

5. **INSURANCE**

- 5.1 The PGSS 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.
- 5.2 The PGSS 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 McGill as Additional Insured.
- 5.3 The PGSS shall provide evidence of such coverage upon execution of the Agreement and **annually thereafter** to the Deputy Provost (Student Life and Learning). Evidence shall take the form of true copies of the relevant insurance policy or renewal certificate, as the case may be.
- 5.4 The PGSS 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 PGSS, or any act, neglect, omission of the PGSS, its directors, officers, employees agents or persons engaged or retained by it.

6. **MAINTENANCE AND AUDITING OF ACCOUNTS**

- 6.1 All financial records, books and accounts of the PGSS shall be maintained in accordance with generally accepted accounting principles consistently applied.
- 6.2 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 May 31.
- 6.3 Upon reasonable notice from the University and upon reasonable cause, the PGSS shall make available for audit at no cost to the PGSS all documents relating to:
 - (a) current contracts and expenditures;
 - (b) projected contracts and expenditures; and
 - (c) books, records and accounts.

- 6.4 The PGSS 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 PGSS' annual financial statement. The PGSS shall advise the University of the name of the auditing firm or chartered accountant. In the event the University does not find the firm or the chartered accountant acceptable, the PGSS shall appoint another firm or chartered accountant acceptable to the University.

7. USE OF THE MCGILL NAME OR EMBLEM

- 7.1 The PGSS 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*.
- 7.2 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 PGSS the use of the word "McGill" in its name "**POST-GRADUATE STUDENTS' SOCIETY OF MCGILL UNIVERSITY INC./ L'ASSOCIATION DES ETUDIANTS POST-GRADUÉS DE L'UNIVERSITE MCGILL INC** (« Registered Name »), and as part of the PGSS' other name, **L'ASSOCIATION ÉTUDIANTE DES CYCLES SUPÉRIEURS DE L'UNIVERSITÉ MCGILL, INC**" (« autre nom utilisés au Québec »). This grant is not assignable.
- 7.3 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**.
- 7.4 On a non-exclusive basis, and for the term of this Agreement and in accordance with its conditions, the University hereby grants those groups, clubs or services ("the Groups") whose Group names have been approved with the McGill name permission to use "McGill" in their names as they appear in **Appendix G**:
- (i) The present grant is not assignable.
 - (ii) McGill reserves the right to withdraw such permission at any time and for whatever reason, subject to notice and discussion with the Association.
 - (iii) The Groups shall not use the name, emblems or trademarks of the University in connection, or in any way integrated, with the name, logos or emblems of the Group, which shall be distinct from those of the University.
 - (iv) Any changes to **List of Groups** appearing in **Appendix G** (including any additions or deletions, or changes to a Group's name or to its activity) shall be brought to the attention of the Office of the Deputy Provost (Student Life and Learning) and the change shall be confirmed by the Deputy Provost (Student Life and Learning) within two weeks of receiving of the notice of change.

(v) The PGSS acknowledges and accepts that going forward (effective June 1, 2014) any new Group wishing to adopt the name "McGill" or the name "PGSS" as part of its name shall be permitted to do so by adopting one of the **Approved Forms for Group Names** approved by the University as set out in the category of activity in accordance with the **Recitals in Appendix G**.

- 7.5 Neither the PGSS, nor any of its Groups, shall use the name of the University for any other purpose without the prior written consent of the Deputy Provost (Student Life and Learning). For **event-specific permission** to use the name, emblems or trademarks of the University for the Association's use, or for the use of any of its Groups, the PGSS shall obtain express prior written consent from the Secretary-General of the University.
- 7.6 For all Groups, and for all their activities, services, offerings, advertisements and websites, the Groups shall respect the rights of the University as owner of the trade name "McGill" and shall adhere to the conditions set out in **Section 7** and the **Recitals of Appendix G**.

Each Group shall identify themselves as a group of the PGSS using the form of:

"A [e.g. sports club, service, graduate students' association] of the PGSS."

For example,

- **PGSS Mini-Courses** shall include the following in their advertisements:
"Offered by the PGSS"
- **Pub** - shall include the following notice appearing prominently on the website and on programming credits:
"Operated by the PGSS"

8. CONTRACTS AND LEGAL PROCEEDINGS

- 8.1 Any acts, contracts, and legal proceedings involving either party shall be the exclusive responsibility of that party.
- 8.2 Neither party shall enter into or 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.
- 8.3 The PGSS shall not solicit or receive any gift, grant or bequest in the name of the University without the prior written consent of the University.
- 8.4 Should any legal proceedings or claims be taken or made against either party as a result of an act of the other, the legal proceedings or claims shall be immediately referred to the other party which shall deal with it at its own expense and in a timely manner. Any costs or expenses incurred by such litigation, 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.

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

9. RIGHT TO SET OFF

- 9.1 Should the University, following due notice to the PGSS, be forced to pay any of the charges, costs, expenses, debts and claims which are by these presents to be borne exclusively by the PGSS, or should the PGSS 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 PGSS hereunder. The University shall not exercise this right against the PGSS' funds already deposited into the Thomson House Trust or the PGSS Health and Dental Plan Fund referred to section 17 of this Agreement.
- 9.2 In accordance with the present Agreement:
- a) The University must provide the PGSS with a written notice of the charges, costs, expenses, debts and claims providing complete details and documents relating thereto.
 - b) The PGSS shall have a delay of thirty (30) days (or 60 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 PGSS as soon as possible of any charges, costs, expenses, debts and claims on the part of the PGSS under this clause.
- 9.3 In the event of a dispute over the exercise of the right of set off, 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 12.2. Such notice shall suspend the delay granted to remedy the default referred to in Section 12.2. Submission to arbitration shall be made in accordance with the Section 12.4 and subject to Sections 12.5 and 12.6 of this Agreement.

10. LIQUOR PERMITS

- 10.1 The PGSS shall apply for and maintain in its own name the necessary social club liquor permit for Thomson House and for all temporary reunion permits for events it may hold from time to time outside Thomson House.
- 10.2 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 **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. The PGSS may not hold a "depanneur" permit.

- 10.3 The PGSS 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.
- 10.4 The PGSS shall hold harmless McGill for any and all claims arising from its exercise, or omission to exercise, its rights and duties under such permits and as host of these events.
- 10.5 The PGSS shall ensure that the events hosted by the PGSS shall include activities that allow members to socialize without requiring the purchase or consumption of alcohol for participation in the activity or event.

11. TELEPHONE, E-MAIL AND MAIL SYSTEMS

- 11.1 As long as the PGSS is located in a University building, the PGSS shall be entitled
- 11.1.1 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.
 - 11.1.2 to purchase backbone connectivity and Internet access for their computers. With permission, this may include a right to webcasting, and may be subject to a separate agreement.
 - 11.1.3 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*.
 - 11.1.4 to use the University's internal mailing system, including internal delivery. The PGSS 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.
- 11.2 Subject to the conditions set out in this agreement, the University grants the PGSS the right to use "McGill" within its domain name: pgss.mcgill.ca within the PGSS' own interactive website. The PGSS e-mail address shall be: pgss@mail.mcgill.ca.
- 11.3 The PGSS shall pay for all costs associated with the integration and the use of these systems as set from time to time.

- 11.4 Integration in the University systems is a privilege which may be revoked should the University reasonably believe that the PGSS, its employees or its officers have used any system in a manner contravening McGill policy, in particular the *Policy on the Responsible Use of McGill Information Technology Resources* or this Agreement. The University shall provide the PGSS with such reasonable notice, as deemed to be appropriate, prior to revoking any of these systems.

12. EVENT OF DEFAULT

- 12.1 Each of the following shall be considered an event of default:
- 12.1.1 when either the PGSS or the University breaches a term or condition of the present agreement or of any other agreement between the PGSS and the University;
 - 12.1.2 when the PGSS violates its charter, constitution or by-laws, or any duly approved regulations, rules or policies of the University located at www.mcgill.ca;
 - 12.1.3 when an audit reveals irregularities in the management or administration of the books, financial records, accounts or corporate affairs of the PGSS;
 - 12.1.4 when the PGSS 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 PGSS or any part thereof.
- 12.2 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.
- 12.3 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 receipt of the notice referred to in Section 12.2. Such notice shall suspend the delay granted to remedy the default referred to in Section 12.2.
- 12.4 Submission to arbitration shall be made in accordance with the provisions of the Quebec Code of Civil Procedure (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.
- 12.5 Notwithstanding section 12.3, 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 Secretary-General of the Association with the aim of arriving at an amicable resolution of the dispute.

13. REMEDIES

- 13.1 Upon the confirmation of the occurrence of a default by either party, in accordance with section 12, the present Agreement may be resiliated forthwith upon written notice to the defaulting party.
- 13.2 Upon the confirmation of the occurrence of an event of default by the PGSS, in accordance with section 12, all funds for the accounts of the PGSS 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 PGSS 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 PGSS has been restructured and reinstated.
- 13.3 It is expressly agreed that such resiliation shall be in addition and without prejudice to all other rights as provided by law or herein.

14. STUDENT PUBLICATIONS

- 14.1 The University recognizes that the PGSS' role as a representative body of students may necessitate the publication of newspapers, newsletters and periodicals, in paper or electronic form, directed toward its members and distributed on main campus ("the Publication"). It is agreed that if, during the term of this Agreement, the PGSS were to establish a paper Publication, the PGSS shall so notify the University and permission for its distribution shall be granted on the following conditions:
 - 14.1.1 The PGSS may distribute the Publication on campus at no cost.
 - 14.1.2 The editorial, reporting and advertising content of the Publication is the sole and exclusive responsibility of the PGSS. For greater certainty, the University shall not be responsible or liable for the editorial, reporting or advertising content of the Publications.
 - 14.1.3 Whether published in paper or electronic form, the masthead of the Publication shall bear the following notice:

"This [newsletter/newspaper] is published by the PGSS. The content of this publication is the responsibility of the PGSS and does not necessarily represent the views of McGill University."
 - 14.1.4 Paper Publications shall be permitted distribution on the Montreal campus by leaving copies of the Publications at defined locations which shall be listed in **Appendix D** to this Agreement.
- 14.2 Notwithstanding the generality of the foregoing, the distribution of commercial flyers and advertisements for third parties as leaflets is strictly prohibited.

15. REPRESENTATIONS OF THE PGSS

15.1 The PGSS represents warrants and covenants that:

- 15.1.1 the charter documents, constitution and by-laws of the PGSS 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.
- 15.1.2 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;
- 15.1.3 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;
- 15.1.4 it is and shall maintain its status as a corporation under Part III of the *Quebec Companies Act* whose regular membership is limited to all graduate students and postdoctoral fellows of the University;
- 15.1.5 no member may act as Director or Officer of the PGSS while subject to any disciplinary measure under the *Handbook of Students Rights and Responsibilities* is in effect that either temporarily or permanently affects the member's status as a student of the University.
- 15.1.6 all financial records, books and accounts of the PGSS shall be maintained in accordance with generally accepted accounting principles consistently applied.

15.2. 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; and
- iv. by Sept 30th, a **complete up-to date Appendix G**, listing all PGSS groups, clubs and services for the following academic year in accordance with Article 7 herein and the Recitals appearing in Appendix G, and
- v. **any changes to the documents** remitted to the University concurrently with the execution of the present Agreement, within 30 days of the change.

16. **BUSINESS ACTIVITIES**

The PGSS does not engage in any revenue-generating activities outside Thomson House. (**Appendix F**).

The PGSS shall be entitled to operate directly or indirectly, food services and beverage outlets in Thomson House. The PGSS shall exercise such right in accordance with all laws, regulations, codes and the internal requirements of the University such as without restriction, building codes, fire regulations, security standards, building use, health and safety rules and other similar requirements. The exercise of such rights by the PGSS or by third parties shall not in any manner impose any obligation, liability, involvement or intervention upon the University.

All costs, (fees and taxes, including any business or municipal taxes) related to these activities or the use of the leased premises, shall be the sole responsibility of the PGSS.

17. **THOMSON HOUSE TRUST FUND**

The University shall continue to collect from the members of PGSS a fee toward the Thomson House Trust Fund. Appearing as the “**Thomson House Upkeep Fee**”, the fee is for the purpose of financing the maintenance by the PGSS of the David Thomson House Graduate Student Centre which is the home of the PGSS.

The University agrees that The Thomson House Trust Fund shall be retained by the PGSS in a special University account for such purpose. No disbursements shall be made without approval by the PGSS Council and the Deputy-Provost (Student Life and Learning). On a yearly basis the Deputy-Provost (Student Life and Learning) and the Secretary-General of the PGSS shall meet to review a detailed breakdown of the income and disbursements of the Thomson House Trust Fund.

18. **ASSOCIATE MEMBER STATUS**

Pursuant to an agreement with the PGSS, the following University-recognized student associations have opted for Associate Member Status for their members at a rate per semester determined from time to time by PGSS and the University-recognized student associations:

- Undergraduate students of the Faculty of Law
- Undergraduate students registered in the M.D.C.M. Program in the Faculty Medicine.

Fees in support of this status have been instituted by referendum by these University-recognized students' associations on their membership. The Associate Member Status fees shall be collected by the University from the members of these University-recognized student associations and remitted to the PGSS with the PGSS Fees in accordance with the schedule set out in article 1 of this Agreement.

These University-recognized student associations may opt out of Associate Membership Status at any time at their discretion. PGSS shall inform McGill of any change in the fees, and the University shall change or cease collection of the Associate Membership Status fees in accordance with schedule in Article 1 of this Agreement.

19. CAMPUS-WIDE STUDENT ACTIVITIES AND SERVICES

The parties recognize that all downtown students subscribe to and/or benefit from the following:

Category I: Student Activities:

- QPIRG
- The McGill Daily
- The McGill Tribune
- Legal Information Clinic
- CKUT

The fees in effect for QPIRG, The McGill Daily, The McGill Tribune, the Legal Information Clinic and CKUT may be modified from time to time by these independent Campus-wide Student Activities through referenda of their student membership; however, no change in the fees shall be levied on the graduate and postdoctoral student members unless such change in the fees has been passed by referendum of graduate and postdoctoral student members.

Category II: Student Service:

- Access McGill
- Pilkington Scholarship
- Student Services
- Athletics Department

The governance of these campus-wide Student Services is determined by the campus student body as a whole which includes both graduate and undergraduate students. No change in the fees for the Services shall be levied on the PGSS' student members unless such change has been passed by referendum of graduate and postdoctoral student members conducted by PGSS.

20. POST-GRADUATE STUDENTS' ASSOCIATIONS

- 20.1 Subject to prior consultation with the University, the PGSS may grant associations of McGill Post-Graduate Students ("PGSA") formal status within the PGSS. The name and purpose of the PGSA shall be confirmed by the PGSS following approval by the University.
- 20.2 Once formally recognized, PGSS shall be responsible for the PGSA, in particular:
- The PGSA shall be subject to the PGSS' constitution, regulations and by-laws for such purpose which may not be amended without prior consultation with the University. These currently appear as Articles 6 and 9, By-law 11 and Regulations 5.
 - The PGSS shall ensure that the PGSA complies with all the terms and conditions of this Agreement.
 - The use of the McGill name, emblems or trademarks of the University by the PGSA shall comply with the provisions of Article 7 of this Agreement.
- 20.3 The list of the current PGSAs appears as **Appendix G**. Any changes to this list (additions or deletions) shall be brought to the attention of the Deputy Provost (Student Life and Learning) and the approval shall be confirmed by amendment to this agreement.

20.4 Financial support for the activities of the PGSA shall come from the PGSS. The PGSS shall be permitted to seek a fee (e.g. for a Student Life Fund) which shall be subject to a referendum conducted for such purpose by PGSS of the entire PGSS membership. The fee shall be subject to a referendum for that purpose, in conformity with conditions set out herein and in compliance of the dates set out in article 1 of this Agreement for the implementation of the fee.

20.5 Individual PGSA shall not be entitled to levy an individual association fee on their membership. As evidenced by letter appearing in **Appendix G** it is understood and agreed that individual PGSA fees currently in effect shall be phased out by August 2013.

21. TEXTBOOKS AND CASEBOOKS

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

22. LOCATION

The University grants the use of a Thomson House subject to a Lease Agreement.

23. TERM AND REVIEW

The term of the present agreement is five (5) years beginning on **June 1, 2015 and ending on May 31, 2020**. Six (6) months prior to the expiration of the term, the parties shall review in good faith the terms and conditions with a view to renew on a mutually agreeable basis. In the event the parties are unable to agree on the terms of renewal the terms of the present agreement shall end at its term without renewal.

24. 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 PGSS to the attention of its Secretary-General.

25. PREVIOUS AGREEMENTS

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.

26. PREAMBLE


The preamble shall form an integral part of the present Agreement.

27. LANGUAGE

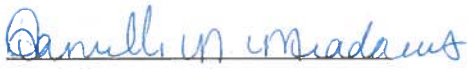
The parties to the present Agreement have requested that the present Agreement be drafted in the English language. Les parties à la présente ont demandé que la présente convention soit rédigée dans la langue anglaise exclusivement.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED:

FOR POST-GRADUATE STUDENTS' SOCIETY OF MCGILL UNIVERSITY:


Per: 
Yony Bresler
Secretary-General

May 21st, 2015
Date

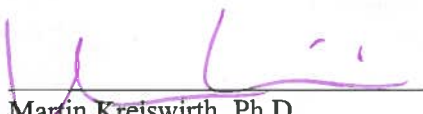
Per: 
Danielle N. Meadows
Financial Affairs Officer

May 22nd 2015
Date

FOR MCGILL UNIVERSITY:

Per: 
Ollivier Dyens, Ph.D.
Deputy Provost (Student Life and Learning)

31 05 2015
Date

Per: 
Martin Kreiswirth, Ph.D.
Associate Provost (Graduate Education)

22 May 2015
Date

Appendix A

PGSS Fee Schedule in accordance with Article 1 of this Agreement

Graduate Studies & Research, Societies and Other Student-Related Activities Fees - Rates per term

Montreal Campus		SUST	University Societies PGSS			
	Health Plan	Sustainable Projects	PGSS Fees (breakdown below)	Other	Total	Total
	Fall	Fund		Assoc Fees	Fall Fees	Winter Fees
Full-Time	419.06	7.57	57.69	16.85	501.17	82.11
Int'l student Dental	176.87	7.57	57.69	16.85	258.98	82.11
Half-Time	0.00	3.78	57.69	14.98	76.45	76.45
	0.00					
Part-Time						
1-11.5 cr		3.78	57.69	14.98	76.45	76.45
12 cr+		7.57	57.69	16.85	82.11	82.11
Additional Session	419.06	7.57	57.69	11.81	496.13	77.07
Int'l student Dental	176.87	7.57	57.69	11.81	253.94	77.07

* reduced from \$4.04 to
\$1.01 in 201409

Macdonald Campus	Health Plan	Sustainable Projects	PGSS Fees (breakdown below)	Other Fees	Total	Total
	Fall	Fund			Fall Fees	Winter Fees
Full-Time	419.06	7.57	57.69	2.25	486.57	67.51
Int'l student Dental	176.87	7.57	57.69	2.25	244.38	67.51
Half-Time		3.78	57.69	2.25	63.72	63.72
Part-Time						
1-11.5 cr		3.78	57.69	2.25	63.72	63.72
12 cr+		7.57	57.69	2.25	67.51	67.51
Additional Session	419.06	7.57	57.69	2.25	486.57	67.51
Int'l student Dental	176.87	7.57	57.69	2.25	244.38	67.51

*** Students in Thesis Eval term or non-thesis extension do not pay the Writing Centre fee

PGSS Fees

Library Improvement Fee	3
PGSS Thompson House Upkeep Fee	0.76
Midnight Kitchen Fee - PGSS	0.50
PGSS Needs-Based Bursaries Fee	1.01
PGSS Legal Support Fee	1.01
PGSS Special Projects Fee	4.60
PGSS FEUQ Membership Fee	2.53
PGSS Grants Program Fee	2.07
PGSS Student Life Fund	10.10
PGSS (Graduate Students' Soc)	32.11

Other Fees - Downtown Campus

Access McGill	2
World Univ Services Canada	0.5
Daily Publications Society Fee	3.35
Radio CKUT	3.75
QPIRG - McGill	3
Tribune Publications Society	0.75
McGill Writing Centre Fee	1.5
Legal Information Clinic	2

Fees are pro-rated for Half/Part-time and Additional session and non-thesis extension

*** Students in Thesis Eval term or non-thesis extension do not pay the Writing Centre fee

Other Fees - Macdonald Campus

Tribune Publications Society	0.75
McGill Writing Centre Fee	1.5

*** Students in Thesis Eval term or non-thesis extension do not pay the Writing Centre fee

APPENDIX B

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

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

APPENDIX C

Charter documents, Constitution and By-laws of the PGSS in accordance with Article 12 of this Agreement

ACCREDITATION
(Cycles supérieurs)

**L'ASSOCIATION ÉTUDIANTE DES CYCLES SUPÉRIEURS
DE L'UNIVERSITÉ MCGILL**

et sa version anglaise

**THE POST-GRADUATE STUDENTS' SOCIETY
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 étudiante des cycles supérieurs de l'Université McGill à l'égard des étudiants et des étudiantes des cycles supérieurs de l'Université McGill;

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

CONSIDÉRANT QUE les étudiants et les étudiantes visés par la requête appartiennent au groupe distinct d'étudiants des cycles supérieurs prévu à l'article 2.1 de la Loi;

CONSIDÉRANT QUE l'Université McGill est un établissement d'enseignement au sens du paragraphe 3^o du premier alinéa de l'article 2 de la Loi;

CONSIDÉRANT QUE la requérante a obtenu, lors d'un vote au scrutin secret, la majorité des voix exprimées par les étudiants et les étudiantes des cycles supérieurs de l'Université McGill et que cette majorité représente au moins 25 % des étudiants et des étudiantes des cycles supérieurs inscrits à cet établissement;

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'Enseignement supérieur, de la Recherche, de la Science et de la Technologie, j'accorde l'accréditation à l'Association étudiante des cycles supérieurs de l'Université McGill et je lui reconnais le droit exclusif de représenter l'ensemble des étudiants et des étudiantes des cycles supérieurs de l'Université McGill auprès des instances de cet établissement.

Fait à Québec, le 15 avril 2013



Fanny Mélodie Bordage
Agente d'accréditation

Registraire
des entreprises

Québec



Rechercher une entreprise au registre

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

Renseignements en date du 2015-04-27 11:51:16

État des informations

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1143918937
Nom	L'ASSOCIATION DES ETUDIANTS POST-GRADUES DE L'UNIVERSITE MCGILL INC.
Version du nom dans une autre langue	THE POST-GRADUATE STUDENTS'SOCIETY OF MCGILL UNIVERSITY INC.

Adresse du domicile

Adresse	3650 rue McTavish Montréal (Québec) H3A1Y2 Canada
---------	---

Adresse du domicile élu

Adresse	Aucune adresse
---------	----------------

Immatriculation

Date d'immatriculation	1995-03-21
Statut	Immatriculée
Date de mise à jour du statut	1995-03-21
Date de fin de l'existence	Aucune date de fin d'existence n'est déclarée au registre.

Forme juridique

Forme juridique	Personne morale sans but lucratif
Date de la constitution	1973-02-20 Constitution

Régime constitutif

QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C. C-38)

Régime courant

QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C. C-38)

Dates des mises à jour

Date de mise à jour de l'état de renseignements	2015-04-15
Date de la dernière déclaration de mise à jour annuelle	2014-06-09 2014
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2015	2015-12-01
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2014	2014-12-01

Faillite

L'entreprise n'est pas en faillite.

Fusion et scission

Aucune fusion ou scission n'a été déclarée.

Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

Liquidation ou dissolution

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

Activités économiques et nombre de salariés**1^{er} secteur d'activité**

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

2^e secteur d'activité

Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec
De 26 à 49

Administrateurs, dirigeants et fondé de pouvoir**Liste des administrateurs**

Nom de famille	Meadows
Prénom	Danielle
Date du début de la charge	2013-03-20
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	3650 rue McTavish Montréal (Québec) H3A1Y2 Canada

Nom de famille	Best
Prénom	Ana
Date du début de la charge	2013-03-20
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	3650 rue McTavish Montréal (Québec) H3A1Y2 Canada

Nom de famille	Bouayad Gervais
Prénom	Karim
Date du début de la charge	2014-01-01
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	3650 rue McTavish Montréal (Québec) H3A1Y2 Canada

Nom de famille	Lemieux
Prénom	Marc
Date du début de la charge	2014-09-15
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	3650 rue McTavish Montréal (Québec) H3A1Y2 Canada

Nom de famille	Debrosse
Prénom	Regine
Date du début de la charge	2014-09-15
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	

3650 rue McTavish Montréal (Québec) H3A1Y2
Canada

Nom de famille	Besler
Prénom	Yony
Date du début de la charge	2015-03-24
Date de fin de la charge	
Fonctions actuelles	Président
Adresse	3650 rue McTavish Montréal (Québec) H3A1Y2 Canada

Dirigeants non membres du conseil d'administration

Nom de famille	Pierzchala
Prénom	Andre
Fonctions actuelles	Principal dirigeant
Adresse	3650 rue McTavish Montréal (Québec) H3A1Y2 Canada

Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

Administrateurs du bien d'autrui

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

Établissements

Aucun établissement n'a été déclaré.

Documents en traitement

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

Index des documents

Documents conservés

Type de document	Date de dépôt au registre
Déclaration de mise à jour courante	2015-04-15
Déclaration de mise à jour courante	2014-10-20
Déclaration de mise à jour courante	2014-07-08
Déclaration de mise à jour courante	2014-07-08
DÉCLARATION DE MISE À JOUR ANNUELLE 2014	2014-06-09
DÉCLARATION DE MISE À JOUR ANNUELLE 2013	2013-10-17

Type de document	Date de dépôt au registre
Déclaration de mise à jour courante	2013-04-02
DÉCLARATION DE MISE À JOUR ANNUELLE 2012	2012-11-14
Déclaration de mise à jour courante	2011-11-11
Déclaration annuelle 2011	2011-08-31
Déclaration de mise à jour courante	2011-03-15
État et déclaration de renseignements 2010	2010-10-14
Déclaration modificative	2010-05-17
État et déclaration de renseignements 2009	2009-11-12
Déclaration modificative	2009-09-23
État et déclaration de renseignements 2008	2009-02-18
Déclaration annuelle 2007	2008-10-17
Avis de défaut	2008-03-13
État et déclaration de renseignements 2006	2006-12-20
Déclaration annuelle 2005	2005-12-05
Déclaration annuelle 2004	2005-01-20
Déclaration annuelle 2003	2003-12-11
Déclaration annuelle 2002	2002-10-31
Déclaration annuelle 2001	2002-01-14
Déclaration annuelle 2000	2000-12-12
Déclaration annuelle 1999	1999-12-10
Déclaration annuelle 1998	1999-02-22
Déclaration annuelle 1997	1998-02-25
Déclaration annuelle 1996	1997-01-28
Déclaration annuelle 1995	1996-01-23
Déclaration d'immatriculation	1995-03-21

Index des noms

Date de mise à jour de l'index des noms 2013-01-21

Nom

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
L'ASSOCIATION DES ETUDIANTS POST-GRADUES DE L'UNIVERSITE MCGILL INC.	THE POST-GRADUATE STUDENTS' SOCIETY OF MCGILL UNIVERSITY INC.	1973-02-20		En vigueur

Autres noms utilisés au Québec

Autre nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
Association étudiante des cycles supérieurs de l'Université McGill	The Post-Graduate Students' Society of McGill University	2012-11-14		En vigueur



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**Post-Graduate Students' Society
Society Activities Manual**

Came into force: May 17th, 2012
First Revision: October 23rd, 2012
Second Revision November 15th, 2014

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Chapter 1: Officers

Section 1: Officers and Executive Committee

1. Purpose
 - 1.1 The purpose of the Executive Committee is set out in the Society Bylaws.
2. Authority
 - 2.1 The nature of the authority of the Executive Committee is within the area of administration (implementation and coordination).
 - 2.2 The Executive Committee shall retain all the powers of Council in between Council meetings, with the following limitations:
 - 2.2.1 The Executive shall not modify any action taken by Council.
 - 2.2.2 All decisions made by virtue of this delegation of authority shall be ratified at the next meeting of Council.
 - 2.2.3 The Executive shall not enact, amend or repeal Society Policies.
 - 2.2.4 The Executive shall not enact, amend or repeal Society Bylaws.
 - 2.2.5 The Executive shall not approve or amend the Society Budget.
3. Rights and Responsibilities
 - 3.1 The Executive Committee shall be responsible for the:
 - 3.1.1 Implementation of Society policies.
 - 3.1.2 Coordination of Society activities (events, campaigns, lobbying, research, communication, etc.).
 - 3.1.3 Representation of the Society to external bodies (University, groups with which the Society is affiliated, etc.).
 - 3.1.4 Administration of the Society Budget.
 - 3.1.5 All responsibilities delegated by Council.
 - 3.2 The Executive Committee shall uphold the governing documents of the Society.
 - 3.3 The Executive Committee shall implement and act in accordance with any directives of the Society membership decided through general meetings, referenda or by Council.
 - 3.4 The Executive Committee shall oversee the administration of the finances of the Society and the implementation of the policies of the Society.
 - 3.5 The Executive Committee may delegate such of its duties and responsibilities, as it may deem expedient for the conduct of its affairs of the Society. However, the Executive shall continue to be responsible for their individual and collective duties until such time as they relinquish their positions. The Executive shall be responsible to the Council. The Executive shall act in accordance with any decisions of that body.
4. Composition
 - 4.1 The composition of the Executive Committee shall be:
 - 4.1.1 Secretary-General.
 - 4.1.2 External Affairs Officer.
 - 4.1.3 Academic Affairs Officer.
 - 4.1.4 Financial Affairs Officer.
 - 4.1.5 Internal Affairs Officer.
 - 4.1.6 Member Services Officer.
5. Qualification and Term of Office
 - 5.1 Officers shall be elected in accordance with the procedures specified herein.
 - 5.2 The term of office shall be as defined by Bylaw.

6. Resignation and Removal from Office
 - 6.1 An Officer who wishes to resign shall submit a letter of resignation to the Executive Committee, and such resignation shall not be valid until accepted by a resolution of the Executive Committee and ratified by Council. The Executive Committee shall not unduly refuse to accept such a resignation.
 - 6.2 Officers who cease to be regular members of the PGSS shall be considered to have delivered their resignation.
 - 6.3 Officers absent from four (4) consecutive regular Executive Committee meetings without valid reason shall be deemed to have delivered their resignations. Valid reasons for an absence shall include PGSS business, illness or bereavement.
 - 6.4 An Officer may be removed from office in accordance with the procedures specified in PGSS Bylaws.
7. Meetings of the Executive Committee
 - 7.1 Meetings of the Executive Committee shall be open to all regular members of the PGSS and to PGSS employees unless otherwise decided by a majority of the Officers present.
 - 7.2 The Executive Committee shall meet at least twice (2) per month. One (1) week notice shall be required for all meetings; however, no notice is required if all the Officers give written consent.
 - 7.3 Executive Committee meetings may be formally called by:
 - 7.3.1 The Secretary-General.
 - 7.3.2 A resolution of the Executive.
 - 7.3.3 At least four (4) Officers in writing to the entire Executive Committee.
8. Quorum
 - 8.1 Quorum shall be as defined in Bylaw.
9. Rules of Procedure
 - 9.1 The rules of procedure of the Executive Committee shall be as defined in Bylaw.
 - 9.2 The Executive Committee may enact, amend or repeal any additional rules of procedure as it sees fit to allow it to operate effectively.
10. Voting
 - 10.1 Voting of the Executive Committee shall be as defined in Bylaw.
11. Minutes
 - 11.1 Minutes of Executive Committee meetings shall be made available to any regular PGSS member upon request of that member received in writing.
12. Reporting
 - 12.1 Each Officer shall report to each meeting of the Council.
 - 12.2 Officers, either individually or collectively, shall present to the Annual General meeting of the Society a report detailing their activities and those undertaken by the Society during the previous year.
13. Remuneration
 - 13.1 Remuneration of Officers shall be as defined in Bylaw.
14. Leaves of Absence
 - 14.1 Subject to the approval of the Executive Committee, an Officer may be granted leaves- of-absence for a period of up to thirty (30) calendar days during their term in office. Such approval shall not be unreasonably withheld.
15. Evaluation
 - 15.1 Officers shall be evaluated on a regular basis to determine if they are working towards fulfilling the policies and goals set by Council. This will be accomplished on the basis of the work plan to measure whether the specific ends of the Society have been met and the extent to which Officers are fulfilling their individual and collective duties.

Section 2: Secretary-General

1. Duties of the Secretary-General

1.1 Representation

1.1.1 Oversee public relations of the PGSS.

1.2 Be a voting member of all PGSS committees except the Governance Committee.

1.3 Represent the PGSS to other bodies, student associations and individuals within the University.

1.4 Be a representative of the PGSS to the McGill Senate.

1.5 Be a representative of the PGSS to the McGill Board of Governors.

1.6 Be responsible for maintaining a Policy and Positions Manual.

2. Executive Committee

2.1 Ensure communication amongst Officers.

2.2 Support the activities of other Officers where needed.

2.3 Chair Executive Committee meetings.

2.4 Prepare agendas for the Executive Committee and meetings with university representatives.

2.5 Ensure that all rules and regulations set out in PGSS governing documents are followed.

3. Governing Documents

3.1 Oversee updates to the PGSS' governing documents.

3.2 On a monthly basis, verify that the PGSS' governing documents are up to date.

3.3 Be responsible for forwarding any amendments to the governing documents that have passed first reading to the Governance Committee, where applicable.

4. Other Duties

4.1 In the absence of the CRO, retain all the duties and responsibilities of that position.

4.2 Maintain a portfolio handbook for the incoming Secretary-General.

4.3 Organize an orientation in October for members of the Council.

Section 3: External Affairs Officer

1. Duties of the External Affairs Officer

1.1 Representation

1.1.1 Represent the PGSS at all meetings of student associations of which the PGSS is a member and at all meetings with other student associations.

1.1.2 Work with other student associations to build a coalition within the Quebec student movement.

2.1 Communication

2.1.1 Represent the PGSS at all meetings of student associations of which the PGSS is a member and at all meetings with other student associations.

3.1 Campaigns

3.1.1 Be responsible for effectively communicating and implementing relevant programs and research projects that are consistent with the policies and positions of the PGSS, and that are developed in collaboration with groups of which the PGSS is a member and with other student associations.

4.1 Other duties

4.1.1 Maintain a portfolio handbook for the incoming External Affairs Officer.

Section 4: Academic Affairs Officer

1. Duties of the Academic Affairs Officer

1.1 Representation

1.1.1 Ensure that the PGSS is represented at University committees and governing bodies.

1.1.2 In the absence of PGSS representatives on the McGill Senate Committees, retain all the duties and responsibilities of those positions.

1.1.3 Be a representative of the PGSS to the McGill Senate.

1.2 Recruitment to University bodies

1.2.1 Ensure full recruitment for University committees.

1.2.2 Ensure that the names and contact information of PGSS representatives to University governing bodies are recorded and kept on file.

1.3 Coordination

1.3.1 Ensure regular communication among PGSS representatives to University governing bodies.

1.3.2 Support PGSS representatives to University governing bodies in their duties.

1.3.3 Ensure that representatives to University governing bodies submit reports summarizing the work and deliberations of the body on which they sit after each meeting, and an annual report.

1.3.4 Meet and coordinate with all of the representatives to the McGill Senate.

1.4 Communication

1.4.1 Ensure that PGSS members are well informed about decisions taken at University governing bodies.

1.4.2 Ensure that PGSS members are well informed about decisions taken at meetings of Senate.

1.5 Campaigns

1.5.1 Be responsible for effectively communicating and implementing relevant programs and research projects that are consistent with the policies and positions of the PGSS related to academic affairs.

1.6 Other duties

1.6.1 Maintain a portfolio handbook for the incoming Academic Affairs Officer.

1.6.2 Chair the PGSS Library Improvement Fund Committee.

Section 5: Financial Affairs Officer

1. Duties of the Financial Affairs Officer

1.1 Monitoring

1.1.1 Be responsible for monitoring all financial matters of the PGSS including fund balances, account balances, loan status and adherence to payment schedules, and investment status.

1.1.2 Present quarterly reports to Council, including budget updates and forecasting, and financial position of the Society.

1.2 Accounting

1.2.1 Regularly check the ledgers, receipts, deposit books and other financial records, and ensure that they conform to generally accepted accounting principles.

- 1.2.2 Disburse the funds of the PGSS in accordance with the duly approved budget and the financial regulations set out in governing documents.
- 1.3 Budgeting
 - 1.3.1 Prepare the PGSS' annual budget and budget amendments in accordance with the procedures set out in governing documents.
 - 1.3.2 Present to Council the portions of the PGSS budget within its purview following procedures set out in governing documents.
- 1.4 Finance
 - 1.4.1 Secure financing for duly approved PGSS initiatives.
 - 1.4.2 Optimize the PGSS' investments and loans.
- 1.5 Other duties
 - 1.5.1 Chair of the Committee on Monetary Affairs.
 - 1.5.2 Maintain a portfolio handbook for the incoming Financial Affairs Officer.

Section 6: Internal Affairs Officer

1. Duties of the Internal Affairs Officer

- 1.1 Activities
 - 1.1.1 Organize social, cultural and other community-building activities of interest to PGSS regular members.
 - 1.1.2 Be responsible for all aspects of the PGSS orientation program.
 - 1.1.3 Organize Councillor specific events – networking, socializing, facilitating discussion, deliberating on relevant matters, brainstorming, articulating concerns, workshops.
 - 1.1.4 Organize speaker series and/or workshops.
 - 1.1.5 Coordinate the implementation of other duly approved events required by other Officers for the fulfillment of their office.
- 1.2 Communication
 - 1.2.1 Be responsible for advertising and marketing PGSS events to the membership, and, where applicable, to the public.
 - 1.2.2 Consult PGSS regular members regularly for feedback and recommendations on internal affairs activities.
 - 1.2.3 Maintain regular contact with all Post-Graduate Students' Associations (PGSAs), including holding at least one PGSA conference per year.
- 1.3 Recruitment to PGSS committees
 - 1.3.1 Actively recruit representatives to PGSS committees.
 - 1.3.2 Ensure that the names and contact information of all PGSS committee members are recorded and kept up to date.
- 1.4 Other duties
 - 1.4.1 Maintain a portfolio handbook for the incoming Internal Affairs Officer.
 - 1.4.2 Be responsible for the process of PGSA recognition.

Section 7: Member Services Officer

1. Duties of the Member Services Officer

- 1.1 Services
 - 1.1.1 Coordinate with the PGSS staff on the management of all the member services for the Society, including administration of class offerings, Grants Program, Member Legal Defence Fund, the Health and Dental Insurance Plan, and PGSS annual handbook.

- 1.1.2 Be an advocate for members on matters related to University student services, and campus-wide student organizations.
- 1.1.3 Be a member of the McGill Committee on Student Services.
- 1.1.4 Be an ex-officio member of the Committee for Member Support (CMS).
- 1.2 Communication
 - 1.2.1 Consult Society members regularly for feedback and recommendations on services offered by the PGSS.
- 1.3 Other duties
 - 1.3.1 Be an ex-officio voting member of the Health and Wellness Committee.
 - 1.3.2 Maintain a portfolio handbook for the incoming Member Services Officer.
 - 1.3.3 Be responsible for issues pertaining to sustainability.

Chapter 2: Commissioners

Section 1: Commissioners

- 1. Definition
 - 1.1 Commissioners of the PGSS shall be responsible for assisting Officers in the implementation of the PGSS's policies and the coordination of its activities in targeted areas.
- 2. The Commissioners of the Society shall be:
 - 2.1 Equity.
 - 2.2 Environment.
 - 2.3 Health.
 - 2.4 Member Support.
- 3. Appointment
 - 3.1 Commissioners shall be appointed by the Appointments Board subject to ratification by Council in accordance with the procedures described herein.
 - 3.2 Commissioner terms shall be for one (1) year beginning on the first of the month following the ratification of the appointment by Council.
 - 3.3 A Commissioner may be removed by special resolution of Council
 - 3.4 In the case of vacancies, the Chair of the Appointments Board shall ensure that all Commissioners shall be regular members of the PGSS.
- 4. Resignation
 - 4.1 Any Commissioner who wishes to resign from his or her position shall submit a letter of resignation to the Executive Committee, and such resignation shall not be valid until accepted by a resolution of the Executive Committee and ratified by Council. The Executive Committee shall not unduly refuse to accept such a resignation.
 - 4.2 Commissioners who cease to be regular members of the PGSS shall be considered to have delivered their resignations.
 - 4.3 Commissioners absent from three (3) meetings of the Executive-Commissioners Caucus without valid reason shall be deemed to have delivered their resignations.
- 5. Rights and Responsibilities of Commissioners
 - 5.1 Commissioners shall uphold the governing documents of the PGSS.
 - 5.2 Commissioners shall act in accordance with any directives of the PGSS. membership decided through General Meetings, referenda, or the Council.

- 5.3 Commissioners shall be responsible to the Executive.
- 5.4 Commissioners are non-voting members of Council.
- 5.5 Commissioners shall submit a written report to each meeting of Council and shall be required to attend all Council meetings, from beginning to end. Three (3) missed meetings will result in automatic resignation unless Council approves a motion for the Commissioner to retain his or her position.
- 5.6 Commissioners shall present to the Annual General Meeting of the PGSS a report detailing their activities during their term in office.
- 5.7 Commissioners shall Chair or participate in committees as described in governing documents.
- 5.8 Subject to the approval of the Executive Committee, individual Commissioners may be granted leaves of absence from their duties for a period of up to one (1) month during their term in office. Such approval shall not be unreasonably withheld.
- 5.9 Each Commissioner shall receive an honorarium equivalent to one-quarter of that allotted to an Officer. Remuneration shall be distributed in equal payments made every four (4) weeks.

Section 2: Equity Commissioner

1. Duties of the Equity Commissioner.

1.1 The Equity Commissioner shall:

- 1.1.1 Be the Equity Committee's direct liaison to Council.
- 1.1.2 Represent the PGSS' interests in all equity issues on campus.
- 1.1.3 Represent the PGSS on the Joint Board-Senate Committee on Equity.
- 1.1.4 Ensure that the PGSS is represented on advisory committees, subcommittees and workgroups of the Joint Board-Senate Committee on Equity.
- 1.1.5 Monitor the implementation of the PGSS' policies with respect to equity concerns.

Section 3: Environment Commissioner

1. Duties of the Environment Commissioner.

1.1 The Environment Commissioner shall:

- 1.1.1 Be the Environment Committee's direct liaison to the Executive Committee.
- 1.1.2 Represent the PGSS' interests in all environmental issues on campus.
- 1.1.3 Monitor the implementation and success of the PGSS' policies with respect to environmental concerns.
- 1.1.4 Be the liaison with the SSMU Environment Commissioners.
- 1.1.5 Represent the PGSS on the Sustainability Coordinating Group.
- 1.1.6 Under the direction of the Member Services Officer, ensure that the PGSS is represented on University committees, subcommittees and work groups whose mandate includes environmental issues.

Section 4: Health Commissioner

1. Duties of the Health Commissioner.

1.1 The Health Commissioner shall:

- 1.1.1 Be the Health and Wellness Committee's direct liaison to the Executive Committee.

- 1.1.2 Represent the PGSS' interests in all health and wellness issues on campus.
- 1.1.3 Under the direction of the Member Services Officer, ensure that the PGSS is represented on University committees, subcommittees, and workgroups whose mandate includes health or wellness issues, including but not limited to the Committee for Student Services, the Health Services Advisory Committee, the Mental Health Services Advisory Board, and the Advisory Committee on International Students, and the Counselling Services Advisory Board.

Section 5: Member Support Commissioner

- 1. Duties of the Member Support Commissioner.
 - 1.1 The Member Support Commissioner shall:
 - 1.1.1 In conjunction with the Committee for Member Support, oversee the disbursement of the Member Legal Support Fund.
 - 1.1.2 Respond to inquiries from PGSS members who require information regarding their rights and responsibilities at the University.
 - 1.1.3 Follow cases with PGSS regular members who require support or referral.

Chapter 3: Executive and Commissioner Reports and Work Plan

- 1. Reports
 - 1.1 All Executive reports shall be standardized, accounting for the different roles of each Executive and their unique personalities.
 - 1.2 All Executive reports shall include:
 - 1.2.1 Title of the Executive.
 - 1.2.2 Name.
 - 1.2.3 Date.
 - 1.2.4 Sections describing all work performed under individual Constitutional roles, plus inherited or created duties in order of priority, from first to last.
 - 1.2.5 These sections shall include:
 - 1.2.5.1 Committee meetings.
 - 1.2.5.2 Events attended.
 - 1.2.5.3 Activities.
 - 1.2.5.4 Corresponding dates.
 - 1.2.5.5 Upcoming events or meetings, if applicable.
 - 1.2.5.6 Further information and/or recommendations if applicable.
- 2. Work Plan
 - 2.1 The work plan shall be the structure whereby each Executive will filter his or her activities.
 - 2.2 This work plan shall:
 - 2.2.1 Outline the goals of the Executive Committee as a whole and indicate how each Executive will participate in achieving those goals.
 - 2.2.2 Consist of contributions from each Officer.
 - 2.2.3 Be produced during June, July and August.
 - 2.2.4 Be delivered to an Executive-Commissioner Caucus meeting for review prior to the September Council meeting.

- 2.2.5 Be presented to Council in September for approval.
- 2.2.6 Be reviewed and updated at the December and April meetings of Council.

Chapter 4: Council

1. Purpose and Role
 - 1.1 The purpose and role of the Council shall be as defined in Bylaw.
2. Areas of Responsibility
 - 2.1 Council is responsible for all elements of this document.
 - 2.2 Internal representation
 - 2.2.1 Representatives from the membership who serve on Council are responsible for ensuring that they are aware of the values and beliefs held by those people they are representing. Council is thus responsible for ensuring that the policies and positions of the PGSS are in line with these values.
 - 2.3 Policy making
 - 2.3.1 Council will take positions and create policies, statements of values or approaches, addressing the following areas:
 - 2.3.1.1 The role and responsibility of the Council itself.
 - 2.3.1.2 The roles and limitations of Officers and Commissioners.
 - 2.3.1.3 Issues that pertain to the fulfillment of the PGSS' mission.
 - 2.4 Assurance of performance
 - 2.4.1 The Council is accountable to itself. The Council will be responsible for ensuring that its members adhere to PGSS policy regarding attendance, policy-making principles and roles of Council, Officers and Commissioners of the PGSS.
 - 2.4.2 The Council is accountable to the PGSS regular members. The Council, as a body, will be accountable to the members for competent, conscientious, and effective accomplishment of its obligations.
 - 2.4.3 The Officers of the Society are accountable to Council, who will regularly review their performance.
 - 2.5 Society budget
 - 2.5.1 Council is responsible for the approval and the amendment of the portion of the PGSS budget within its purview as defined in Bylaw.
 - 2.5.2 Budget amendments can only be considered between the 1st of October and the 30th of November, and between the 1st of February and the 31st of March. Any budget amendments outside of those periods shall require a special resolution of Council for consideration.
3. Composition
 - 3.1 The composition of Council shall consist of regular members appointed from each PGSA, in a democratic manner according to the constitution or practices of the PGSA.
 - 3.2 Each PGSA shall be entitled to a number of Council seats as follows:

$$\text{Number of seats} = 0.15 * (\text{number of members})^{0.5}$$

- 3.3 The number of regular members for a PGSA for the purposes of this calculation shall be that of the most recent membership list as made available by the University as of February 15 of the most recent year.
- 3.4 For the purpose of determining PGSA sizes, postdoctoral fellows shall count 50% toward the size of their PGSA and 50% toward the size of the Association of Postdoctoral Fellows, which shall be entitled to a number of seats following the same proportionality as those allotted to PGSAs.
- 3.5 The quorum of Council is one third of the number of councillors.
- 4. Speaker
 - 4.1 There shall be a Speaker of Council who shall be a contract worker of the Society. The Appointments Board shall recommend the hiring of the Speaker of Council, with this recommendation ratified by Council. The Appointments Board may require that candidates for the position Chair a part of a Council meeting prior to their interview.
 - 4.2 Duties of the Speaker
 - 4.2.1 The Speaker shall:
 - 4.2.1.1 Preside at all Council, and General Meetings of the PGSS and preserve order.
 - 4.2.1.2 Refrain from voting or participating in debate.
 - 4.2.1.3 Attend all meetings of the Council Steering Committee.
 - 4.3 In the absence of the Speaker, Council shall appoint an Interim Speaker from among the voting members of Council. Should the Interim Speaker be a voting member of Council, he or she shall retain his or her voting membership, but shall not be able to exercise that vote during the execution of duties as Interim Speaker.
- 5. Duties of Councillors
 - 5.1 Consultation
 - 5.1.1 Council members are expected to confer with their constituencies and inform themselves on their values and positions in order to represent them effectively within the Society.
 - 5.2 Stewardship
 - 5.2.1 While Council members are representatives of specific constituencies, they have an obligation to act in the best interest of Council, the PGSS, and its membership as a whole. Council members are expected to maintain an awareness of their stewardship role when debating and voting.
 - 5.3 Diligent preparation
 - 5.3.1 Council members shall ensure that they are adequately prepared to participate productively in discussions within the boundaries established by Council.
 - 5.4 Active participation
 - 5.4.1 Council members are expected to contribute actively to discussions at Council, and to bring issues of constituents' concern to Council for discussion.
- 6. Attendance and Resignation
 - 6.1 Council members shall regularly attend Council meetings.
 - 6.2 Failure to attend three (3) Council meetings shall result in a loss of that Council seat until the Councillors' PGSA, or else designated to a new eligible representative.

7. Calling of Council Meetings

- 7.1 The Secretary-General or the Executive Committee may call a Council meeting at any time provided that at least seven (7) calendar days' notice is given to all Council members.
- 7.2 A petition of thirty (30) voting members of Council may direct the Secretary-General to call a Council meeting, provided that at least forty-eight (48) hours' notice is given to all other Council members.

8. Meetings

- 8.1 A session of Council is defined as the same period as the PGSS' financial year. Meetings of Council shall be held at least once a month from September to April inclusive and at least once in the period of May to August inclusive.

9. Quorum

- 9.1 Quorum for Council shall be as defined in Bylaw

10. Decisions of Council

- 10.1 All standing directives of Council shall expire at end of the Council session in which they are brought forward.

11. Agenda and Business of Council

- 11.1 The order of business of Council meetings shall be:
 - 11.1.1 Approval of the agenda.
 - 11.1.2 Speaker's report.
 - 11.1.3 Approval of the minutes.
 - 11.1.4 Business arising from the minutes and standing orders.
 - 11.1.5 Executive reports.
 - 11.1.6 Committee and Officer reports.
 - 11.1.7 Question period.
 - 11.1.8 New business.
- 11.2 The Council Steering Committee (CSC) shall ensure the preparation and the proper posting and distribution of the agenda and all supporting documents.
- 11.3 Posting of the Council package
 - 11.3.1 Documentation for regulation Council meetings (specifically Officer reports, motions and accompanying documentation to each motion) must be submitted to the Speaker by 5:00pm two (2) calendar days prior to the distribution of the Council package. The CSC shall meet, at the latest, one day before the Council package is distributed
 - 11.3.2 Posting of all documentation must be complete by 5:00pm five (5) calendar days prior to the date of the Council meeting.
 - 11.3.3 Reports, which are to be received or approved, shall be submitted to Council with the Council agenda before the meeting at which time the report is to be considered.
 - 11.3.4 If reports were not submitted in time for the agenda, those reports shall not be considered, except by a special resolution of Council.
- 11.4 The order of the agenda may be varied during the meeting at the discretion of the Speaker, subject to special resolution of the Council.
- 11.5 Any regular member wishing to have items placed on the agenda must give written notice to the CSC.
- 11.6 Council may decide to refer any item before it to the appropriate standing or special committee of the PGSS.
- 11.7 Council may require that it receive a report on the referred item at a specified Council meeting, provided that at least seven (7) calendar days have elapsed between referral and the date at which the report is made due.

- 11.8 No meeting of Council shall exceed two (2) consecutive hours in length. Council may be extended in consecutive half-hour increments by resolution of Council.
- 11.9 A twenty (20) minute time limit will be put on debate of each motion. When that time limit passes, Councillors may vote on extending the debate about a particular motion, failing which Council will proceed to a vote on the motion.
- 11.10 Question period shall be limited to fifteen (15) minutes, at the discretion of the Speaker. A question must take no longer than one (1) minute to pose. No more than one follow- up question shall be permitted for each questioner, unless Council gives unanimous consent to any further questions.
- 12. Rulings of the Speaker
 - 12.1 If a request for an explanation of a point of order, or practice, or a particular ruling is made, the Speaker shall state the rules or authority applicable to the case.
 - 12.2 No debate shall be permitted on any rulings.
 - 12.3 Rulings may be overruled only by special resolution of Council.

Chapter 5: Committees of Council

Section 1: Standing and Special Committees

- 1. Standing committees are established to consider continuing questions. Once established, they shall serve continuously with progressive changes in membership.
- 2. Special committees are established for the purpose of examining specific questions and reporting about their answers when no appropriate standing committee exists or is available for doing so. Their memberships and terms of reference shall be determined by a resolution of Council. A special committee shall be considered disbanded following the reception of its final report by Council.
- 3. Matters clearly within the providence of a standing committee as determined by the Speaker shall not become the subject matter of a special committee or a new standing committee unless requested by the standing committee and approved by a special resolution of Council.
- 4. Rules of Procedure for Committees
 - 4.1 With the exception of regulations that may be contained in the Society Activities Manual, and specific regulations that may be applied to any, all committees shall function in accordance with the regulations governing committees as contained in Robert's Rules of Order in its most recent edition.
 - 4.2 Notice
 - 4.2.1 Notice for meetings shall be as defined in Bylaw.
 - 4.3 Electronic meetings
 - 4.3.1 Electronic meetings can be held in accordance with Corporate Operations Manual.
 - 4.4 Frequency of meetings
 - 4.4.1 All Committees of Council, with the exception of the Governance Committee, shall meet at least once a month.
 - 4.5 Quorum
 - 4.5.1 Quorum shall be as defined in Bylaw.
 - 4.6 Appointment to Committees of Council
 - 4.6.1 The Appointments Board shall recommend to Council all committee appointments for approval, unless the appointment procedure is prescribed otherwise for a committee elsewhere in this Manual.
 - 4.6.2 Appointments shall end one year from the date of appointment.

- 4.7 Working groups
 - 4.7.1 Working groups can be created within a committee by the committee's Chair according to these conditions:
 - 4.7.1.1 All the committee members are offered the opportunity to participate in the working group;
 - 4.7.1.2 Only those who are already appointed to a committee can be part of a committee's working group;
 - 4.7.1.3 Work done by a working group shall be presented to and approved by the entire committee before presentation to Council.
- 4.8 Reporting
 - 4.8.1 Committees shall submit reports on a monthly basis to Council and on an annual basis at the AGM regarding all committee activities.
 - 4.8.2 Should the committee fail to present progress reports and working papers to the Council, and should the Council feel that the committee or Chair is neglecting his, her or their duties; it shall take whatever action is deemed appropriate.
 - 4.8.3 A committee report presented to the Council by the Chair shall be that of the majority of the committee. No report shall be accompanied by any minority report, unless it appears as an appendix to the majority report, with the consent of the majority.
- 5. Duties of Committee Chair
 - 5.1 Committee Chair shall:
 - 5.1.1 Be aware of and disseminate all PGSS policies to committee members;
 - 5.1.2 Coordinate and chair committee meetings;
 - 5.1.3 Ensure that minutes are taken for each meeting in accordance with Bylaws;
 - 5.1.4 Prepare and submit reports on behalf of the committee on a monthly basis to Council and on an annual basis at the AGM regarding all committee activities;
 - 5.1.5 Notify committee members of rules related to resignation; and notify the Internal Affairs Officer and the PGSS Staff of all resignations.
- 6. Duties of Committee Members
 - 6.1 Committee members shall:
 - 6.1.1 Be aware of and promote all PGSS policies and positions;
 - 6.1.2 Attend committee meetings as called by the Chair, excepting committee members who are designated explicitly as ex-officio members, who have the right but not the duty to attend meetings.
- 7. Resignation
 - 7.1 Any member absent from three (3) consecutive meetings of a committee without valid reason shall be deemed to have delivered their resignations. Valid reasons for an absence shall include PGSS business, illness or bereavement.

Section 2: Governance Committee (GC)

- 1. Purpose
 - 1.1 Without limiting the generality of the list below, the Governance Committee may exercise jurisdiction regarding:
 - 1.1.1 Any question of constitutional interpretation, which is brought forward by Council, or any regular member of the PGSS;
 - 1.1.2 Any question regarding elections and referenda;

- 1.1.3 Any question regarding any amendment to the Society Activities Manual. Accordingly, the GC must examine all proposed amendments before they are given final approval. In this regard, the GC shall endeavour to ensure that the proposed amendments do not contradict any other part of the Manual, to explain what effect the proposed amendment may have, and, if necessary, to recommend changes or further amendments.
- 2. Composition
 - 2.1 Three (3) regular members of the PGSS, who do not hold a titled position, and, are not members of any internal PGSS committees.
 - 2.2 The committee shall choose a Chair from among its members.
 - 2.3 No member of the GC shall sit concurrently on the Policy and Structure Advisory Committee.
- 3. Rules of Procedure
 - 3.1 All decisions shall be made by the GC sitting alone.
 - 3.2 A decision with supporting reasons may be rendered orally at the time of a hearing, and shall be rendered in writing as soon thereafter as possible.
 - 3.3 The committee may, by unanimous approval of its members, make rules with respect to matters coming within its jurisdiction for regulating the procedures of the committee. Any rules made pursuant to this section shall be published.
- 4. Quorum
 - 4.1 Quorum shall be as defined in Bylaw.

Section 3: Policy and Structure Advisory Committee (PSAC)

- 1. Purpose
 - 1.1 The Policy and Structure Advisory Committee shall:
 - 1.1.1 Be responsible for the maintenance and revision of the PGSS governing documents pertaining to Society and shared activities;
 - 1.1.2 Propose changes to the Society Activities Manual for adoption by the Council;
 - 1.1.3 Review or formalize proposed changes to the governing documents brought forth by other committees;
 - 1.1.4 Review all policies and positions approved in first reading by Council.
- 2. Composition
 - 2.1 The Secretary-General (Chair)
 - 2.2 Seven (7) regular members of the PGSS

Section 4: External Affairs Committee (EAC)

- 1. Purpose
 - 1.1 The External Affairs Committee shall:
 - 1.1.1 Help the External Affairs Officer in carrying out the representation of the Society;
 - 1.1.2 Inform Council on the state of the PGSS' relations with student organizations outside of the University.
- 2. Composition
 - 2.1 The External Affairs Officer (Chair);
 - 2.2 Seven (7) regular members of the PGSS.

Section 5: Academic Affairs Committee (AAC)

1. Purpose
 - 1.1 The Academic Affairs Committee shall:
 - 1.1.1 Consider all aspects of actions and policies taken inside of the University that have a significant effect on the PGSS and its regular members.
 - 1.1.2 Evaluate and integrate all recommendations of the PGSS caucuses into its activities.
2. Composition
 - 2.1 The Academic Affairs Officer (Chair);
 - 2.2 One (1) regular member who is also a member of the Family Care Caucus;
 - 2.3 The PGSS representatives to:
 - 2.3.1 Senate committees, subcommittees, and workgroups;
 - 2.3.2 The Council for Graduate and Postdoctoral Studies (all ex-officio).
3. Quorum
 - 3.1 Quorum for the Academic Affairs Committee shall be twelve (12) or a quarter (1/4) of members, whichever is lower.

Section 6: Committee on Monetary Affairs (CMA)

1. Purpose
 - 1.1 The Committee on Monetary affairs shall:
 - 1.1.1 Consider and make recommendations to the relevant governing bodies on all financial aspects of the operation and administration of the PGSS, including but not limited to PGSS budgets, administration of all funds and programs financed from them, Corporate and Business activities, and all fees levied by the University on behalf of the PGSS;
 - 1.1.2 Be responsible for helping the Finance Affairs Officer prepare all necessary financial documents, analyses, and budget.
 - 1.1.3 Administer the Grants Program including production of a monthly report to Council of funded grants, applications received, grants awarded, and applications rejected or delayed following procedures described in this Manual.
2. Composition
 - 2.1 The Finance Affairs Officer (Chair);
 - 2.2 Three (3) regular members of the PGSS

Section 7: Internal Affairs Committee (IAC)

1. Purpose
 - 1.1 The Internal Affairs Committee shall be responsible for assisting the Internal Affairs Officer in:
 - 2.1.1 The organization of PGSS events;
 - 2.1.2 The organization of a PGSS Orientations, to be held one in September and one in January of each year;
 - 2.1.3 The evaluation and the integration of all recommendations of the PGSS caucuses into its activities;
 - 2.1.4 The coordination of PGSA affairs.
2. Composition
 - 2.1 The Internal Affairs Officer (Chair);

- 2.2 Twelve (12) regular members of the PGSS, one of which shall be a member of the Family Care Caucus.

Section 8: Elections Committee (EC)

1. Purpose
 - 1.1 The Elections Committee shall assist the Chief Returning Officer with the administration of elections and referenda, including, but not limited to, advertising, oversight, written documents, regulation reform and implementation, correspondence and any other tasks as they arise. They should also endeavour to increase the effectiveness of the election process and develop strategies to increase voter turnout at all PGSS elections and referenda.
2. Composition
 - 2.1 The Chief Returning Officer (Chair);
 - 2.2 Seven (7) regular members of the PGSS;
 - 2.3 Members of the Elections Committee becoming candidates or referendum option committee Chairs for any PGSS election or referendum shall be considered as having resigned from the Elections Committee.

Section 9: Equity Committee (EqC)

1. Purpose
 - 1.1 The Equity Committee shall:
 - 1.1.1 Be responsible for the presentation to the Council of policy related to equity concerns of the membership;
 - 1.1.2 Be responsible for the coordination of PGSS representatives to equity-related University committees;
 - 1.1.3 Assess, monitor and improve the PGSS' operations in relation to equity issues;
 - 1.1.4 Evaluate and ensure the implementation of all recommendations of the PGSS caucuses into its activities;
 - 1.1.5 Elicit the opinions of PGSS regular members on equity issues;
 - 1.1.6 Collaborate with other equity groups and offices;
 - 1.1.7 Make recommendations to the Council and the Executive Committee on how to improve the PGSS' equity standards, where necessary.
2. Composition
 - 2.1 The Equity Commissioner (Chair);
 - 2.2 Three (3) regular members of the PGSS, one of which shall be member of the Family Care Caucus;
 - 2.3 All PGSS representatives to advisory committees, subcommittees and workgroups of the Joint Senate-Board Committee on Equity;
 - 2.4 One (1) member of the Committee for Member Support.

Section 10: PGSS Environment Committee (PEC)

1. Purpose
 - 1.1 The PGSS Environment Committee shall:
 - 1.1.1 Assess, monitor and make recommendations for the improvement of the PGSS' operations in relation to the environment;
 - 1.1.2 Elicit opinions of PGSS members on the environment;
 - 1.1.3 Collaborate with other environmental groups and offices;
 - 1.1.4 Be responsible for the education of PGSS members on environmental issues;

- 1.1.5 Make recommendations to the PGSS on environmentally related matters.

2. Composition

- 2.1 The Environment Commissioner (Chair);
- 2.2 Five (5) at-large regular members of the PGSS;
- 2.3 All Society representatives to:
 - 2.3.1 The Senate Committee on Physical Development (SCPD);
 - 2.3.2 The Sustainability Projects Fund (SPF).

Section 11: Sustainability Committee (StC)

1. Purpose

- 1.1 The Sustainability Committee shall:
 - 1.1.1 Survey, assess, monitor and work towards improving the initiation and implementation of sustainable practices at PGSS;
 - 1.1.2 Be responsible for the education and promotion of sustainability issues;
 - 1.1.3 Collaborate with other groups that focus on sustainability;
 - 1.1.4 Advise and make recommendations to the PGSS business and Board of Directors about major sustainability initiatives;
 - 1.1.5 Make recommendations to Council on matters related to social, economic, and environmental sustainability.

2. Composition

- 2.1 The Members Service Officer (Chair);
- 2.2 The Equity Commissioner;
- 2.3 The Environment Commissioner;
- 2.4 The PGSS Operations Manager;
- 2.5 One (1) PGSS staff member;
- 2.6 Three (3) at-large PGSS members.

Section 12: Health and Wellness Committee (HAWC)

1. Purpose

- 1.1 The Health and Wellness Committee shall:
 - 1.1.1 Survey, assess, monitor and work towards improving the health and wellness of the PGSS community;
 - 1.1.2 Be responsible for the education and promotion of health and wellness issues;
 - 1.1.3 Collaborate with other health and/or wellness groups;
 - 1.1.4 Advise and make recommendations to the Member Services Officer on the state of the PGSS Health and Dental Insurance Plan;
 - 1.1.5 Make recommendations to Council on any health related matters.

2. Composition

- 2.1 The Health Commissioner (Chair);
- 2.2 The Member services Officer;
- 2.3 All Society representatives to:
 - 2.3.1 The Committee for Student Services;
 - 2.3.2 The Health Services Advisory Board;
 - 2.3.3 The Mental Health Advisory Board;
 - 2.3.4 The Counseling Services Advisory Board.
 - 2.3.5 Five (5) at-large regular members of the PGSS, one of which shall be member of the Family Care Caucus.

Section 13: Committee for Member Support (CMS)

1. Purpose

- 1.1** The Committee for Member Support shall:
 - 1.1.1** Educate PGSS members about their rights and responsibilities at the University;
 - 1.1.2** Support PGSS members in cases where those rights have been violated;
 - 1.1.3** Act as a source of information on the University rules, regulations, policies and procedures;
 - 1.1.4** Hold orientation workshops, and produce and disseminate print materials and e-resources;
 - 1.1.5** Maintain an up-to-date resource library available to all graduate students;
 - 1.1.6** Train members to act as case workers to provide support and referral for students whose civil or human rights have been violated;
 - 1.1.7** Decide on disbursements from the Member Legal Support Fund;
 - 1.1.8** Review cases and to plan and provide updates on educational resources and policy changes;
 - 1.1.9** Issue certificates required for the application to the PGSS needs-based bursary program administered by the University's Scholarship and Student Aid Office;
 - 1.1.10** Ensure and maintain confidentiality.

2. Composition

- 2.1** The Member Support Commissioner (Chair);
- 2.2** The Member Services Officer (ex officio);
- 2.3** Ten (10) regular members of the PGSS that include:
 - 2.3.1** One (1) regular member from the Macdonald campus;
 - 2.3.2** One (1) Post-doctoral fellow;
 - 2.3.3** One (1) regular member who is francophone;
 - 2.3.4** One (1) regular member of the PGSS who is an international student;
 - 2.3.5** One (1) regular member from the Family Care Caucus;
 - 2.3.6** One (1) member of the Equity Committee (non-voting);
 - 2.3.7** One (1) staff member appointed by the Board of Directors (non-voting).

3. Rules of Procedure

- 3.1** The CMS shall ensure complete confidentiality of all inquiries, cases or applications, unless explicit consent is given to do otherwise.
- 3.2** An applicant cannot open more than one case with the CMS for the same issue or incident.

4. Duties of the Chair

- 4.1** The Chair shall:
 - 4.1.1** Coordinate all meetings of the CMS;
 - 4.1.2** Oversee the recruitment, training and work of the CMS member(s);
 - 4.1.3** Write letters of inquiry and notification;
 - 4.1.4** Provide information to CMS members on a regular basis about relevant cases and issues;
 - 4.1.5** Promote an awareness of the CMS;
 - 4.1.6** Monitor finances of the MLSF in conjunction with the Financial Affairs Officer;
 - 4.1.7** Provide the PGSS' Council with an annual report as outlined herein;

- 4.1.8 Provide a confidential letter, or certificate, for an active CMS case as a requirement for Needs Based Bursary Fund applications to the Scholarship & Student Aid Office of the University.

5. Duties of Case Workers

5.1 Case workers shall:

- 5.1.1 Provide assigned cases with information regarding their rights and responsibilities;
- 5.1.2 Correspond with assigned cases, preferably meeting in person to establish the basis of each assigned case;
- 5.1.3 Maintain regular correspondence with assigned cases until assigned cases are resolved;
- 5.1.4 Direct assigned cases to resources and services;
- 5.1.5 Maintain updated file on each assigned case;
- 5.1.6 Present and discuss assigned cases at CMS meetings.

6. Reporting

6.1 The CMS shall submit an annual report to the general membership of the PGSS. This report shall contain the following information:

- 6.1.1 The total number of inquiries received by the CMS;
- 6.1.2 The total number of applications submitted to the CMS;
- 6.1.3 The total amount of financial support distributed by the CMS;
- 6.1.4 The balance (if any) of funds in the MLSF;
- 6.1.5 The financial commitment to cases offered by the CGSS;
- 6.1.6 Any additional revenues received by the MLSF;
- 6.1.7 Monies spent, if any, on the operation of the MLSF.
- 6.1.8 The CMS shall provide the PGSS' Council with an annual report summarizing the total receipts and disbursements associated with the MLSF.
- 6.1.9 The total number of certificates issued for the PGSS needs based bursary program administered by the University's Scholarship and Student Aid Office.

7. Review

7.1 Any PGSS regular member may request an inquiry into any activities of the CMS or MLSF to the Judicial Board.

8. Records

- 8.1 The CGSS shall maintain for a period of ten (10) years records on each case where a financial award was made.
- 8.2 These records will be accessible by members of the CMS by vote of the CMS, and to members of the Judicial Board by vote of the Judicial Board.

Section 14: Council Steering Committee (CSC)

1. Purpose

1.1 The Council Steering Committee shall:

- 1.1.1 Determine the order of Council agenda items, subject to approval by Council;
- 1.1.2 Invite all submitters of Council agenda items to attend the CSC meeting prior to the Council meeting for which the agenda items are submitted to discuss possible problems or issues;
- 1.1.3 Exclude from the Council package any motions or reports which contain unparliamentary language or expose the PGSS to liability;

- 1.1.4 Decide on all communications above those of an administrative nature sent to Council on behalf of the PGSS or any of its Officers/offices outside of Council meetings.

2. Composition

- 2.1 The Secretary-General (Chair);
- 2.2 An Officer other than the Secretary-General as designated by the Executive Committee;
- 2.3 The Council Speaker as a non-voting member;
- 2.4 Three (3) members of Council approved by the Appointments Board.

Section 15: Executive-Commissioner Committee (ECC)

1. Purpose

- 1.1 The Executive-Commissioner Committee shall coordinate the work of the Commissioners and the Officers in fulfilling the mission of the PGSS.

2. Composition

- 2.1 The Officers;
- 2.2 The Commissioners;
- 2.3 The Secretary-General shall serve as Chair.

3. Rules of Procedure

- 3.1 Caucus meetings may be formally called:
 - 3.1.1 By the Secretary-General;
 - 3.1.2 By resolution of the Caucus;
 - 3.1.3 By a simple majority of Committee members in writing to the Chair.

Chapter 6: PGSS Caucuses

Section 1: Family Care Caucus (FCC)

1. Purpose

- 1.1 The Family Care Caucus shall:
 - 1.1.1 Coordinate Caucus members to the various PGSS committees;
 - 1.1.2 Assess, monitor and improve the PGSS' operations in relation to family care issues;
 - 1.1.3 Gather information and develop expertise on issues affecting McGill graduate students and postdoctoral fellows caring for dependants;
 - 1.1.4 Advocate for the equitable treatment of McGill graduate students and postdoctoral fellows caring for dependents through committee and caucus work and through collaborations with other groups and offices who provide services and resources for graduate students and postdocs;
 - 1.1.5 Respond to requests for information and assistance on all matters related to graduate students and postdoctoral fellows caring for dependents through information dissemination, referrals, and/or other support as deemed necessary and appropriate;
 - 1.1.6 Make recommendations to Council and the Executive on improving the Society's policies and services in relation to graduate students and postdoctoral fellows caring for dependents.

2. Composition

- 2.1 All members filling position on PGSS committees who are dedicated to family care;
- 2.2 The Caucus shall choose a Chair from among its members;

- 2.3 Membership in the Caucus shall not require a nomination from the Appointments Board; interested members shall contact the Chair of the Caucus for permission to join.
- 3. Rules of Procedure
 - 3.1 The Caucus shall meet with the PGSS Officers and Commissioners at least quarterly.
 - 3.2 The Secretary-General, in coordination with the Chair of the Caucus, shall be responsible for submitting a report to the next Council meeting following the Family Care Caucus meeting with the PGSS Officers and Commissioners.
 - 3.3 The Chair shall be responsible for submitting a report to the Annual General Meeting
 - 3.4 The Family Care Caucus shall meet as frequently as desired.

Section 2: International Students Caucus (ISC)

- 1. Purpose
 - 1.1 The International Students Caucus shall:
 - 1.1.1 Gather information and develop expertise on issues affecting international graduate students and postdoctoral fellows at McGill;
 - 1.1.2 Advocate for the equitable treatment of international graduate students and postdoctoral fellows at McGill through committee work and through collaborations with other groups and offices who provide services and resources for international students and postdocs;
 - 1.1.3 Respond to requests for information and assistance on all matters related to international graduate students and postdoctoral fellows through information dissemination, referrals, and/or other support as deemed necessary and appropriate by the committee;
 - 1.1.4 Make recommendations to Council and the Executive on improving the Society's policies and services in relation to international students and postdoctoral fellows.
- 2. Composition
 - 2.1 The Member Services Officer (ex-officio)
 - 2.2 All members filling position on PGSS committees dedicated to International Students Issues;
 - 2.3 The PGSS representative on the Advisory Committee on International Students;
 - 2.4 At least one (1) international postdoctoral fellow;
 - 2.5 Up to seven (7) regular members of the Society, at least five (5) of whom shall be members officially recognized as international students or postdoctoral fellows;
 - 2.6 The Caucus shall choose a Chair from among its members;
 - 2.7 Membership in the Caucus shall not require a nomination from the Appointments Board; interested members shall contact the Chair of the Caucus for permission to join.
- 3. Rules of Procedure
 - 3.1 The Caucus shall meet with the PGSS Officers and Commissioners at least quarterly.
 - 3.2 The Secretary-General, in coordination with the Chair of the Caucus, shall be responsible for submitting a report to the next Council meeting following the International Students Caucus meeting with the PGSS Officers and Commissioners.
 - 3.3 The Chair shall be responsible for submitting a report to the Annual General Meeting.
 - 3.4 The International Students Caucus shall meet as frequently as desired.

Chapter 7: University and Other Committees

Section 1: Representatives on University Committees

1. Duties of PGSS Representatives to University Committees
 - 1.1 PGSS representatives to University committees shall:
 - 1.1.1 Promote and defend PGSS policies and positions, members' best interests, and PGSS goals;
 - 1.1.2 Attend every meeting of the committee to which they have been appointed;
 - 1.1.3 Submit a written report to the Academic Affairs Officer after each committee meeting and an annual summary report; and
 - 1.1.4 Inform the Academic Affairs Officer, the PGSS staff dealing with University committees, and the committee Chair before any absence to a committee meeting.

Section 2: PGSS Library Improvement Fund Committee (PLIFC)

1. Purpose
 - 1.1 To evaluate projects to be funded from the PGSS Library Improvement Fund (PLIF) and propose the selected projects to Council for approval.
 - 1.2 Library improvement projects are defined as those that are deemed by the PLIFC as improving the experience offered by the libraries of the University to PGSS members.
2. Composition
 - 2.1 The Academic Affairs Officer (Chair);
 - 2.2 Two (2) members-at-large of the PGSS;
 - 2.3 The Dean of Libraries;
 - 2.4 A representative of the Libraries Planning and Resources.
3. Duties of the Chair
 - 3.1 The PLIFC Chair shall:
 - 3.1.1 Set and distribute the agenda for PLIFC meetings and inform all members as to the dates and times for these meetings;
 - 3.1.2 Coordinate and/or delegate all actions taken between meetings, and keep all members informed as to the actions;
 - 3.1.3 Create and distribute reports by the end of each of the fall and winter semesters.
4. Rules of Procedure
 - 4.1 Meetings
 - 4.1.1 The Chair may call PLIFC meetings.
 - 4.1.2 The PLIFC shall meet at least once in the fall and once in the winter semesters.
 - 4.2 Quorum
 - 4.2.1 Business of the PLIF shall only be conducted with a quorum of one-half (1/2) of the duly appointed members of the committee.
5. Expenditures from the PLIFC
 - 5.1 All projects submitted for funding shall be considered by the PLIFC;
 - 5.2 Approved projects shall be brought to the PGSS Council for ratification.
 - 5.2.1 Council motions regarding expenditures from the PLIF that have not been approved by the PLIFC shall be considered out of order by the Council Steering Committee.

- 5.2.2 Council motions regarding expenditures greater than \$10,000 shall require two readings.
 - 5.2.3 Council motions regarding expenditures that require paid estimations or consultation must be considered as two separate expenditures.
 - 5.3 In the case of disapproved projects, the Chair shall notify in writing the individual/group submitting the project, outlining the reasons the project was not approved for funding. The Chair may also make recommendations for future submissions.
 - 5.4 The details of consideration of expenditures, releasing funds, project follow up and reporting shall be outlined in a Memorandum of Agreement with the University Libraries.
- 6. Reporting
 - 6.1 The PLIFC shall report twice annually on the status of the PLIF including its balance and projects funded to Council and to the Office of the Provost by the end of the fall and the winter semesters.
 - 6.2 Projects selected for funding shall be widely promoted.

Chapter 8: Rules of Order

1. Meetings shall be conducted in accordance with the most recent edition of Robert's Rules of Order. Rules of order contained within this Manual shall supersede Robert's Rules of Order.
2. Substantive motions must be submitted in writing. This may be waived by unanimous consent.
3. The mover or the seconder of a motion shall be the first to speak in debate.
4. The person who introduced the motion also has the right of summation at the end of the debate.
5. No person shall speak more than twice during the debate on a substantive motion, except as provided for in these rules of order.
6. No person shall speak for more than two (2) minutes at a time.
7. Every member has the right to request that the minutes record him or her as having supported, opposed, or abstained on a motion.
8. A report, or a portion of a report, may be referred to the Judicial Board with a request that it be expunged from the record on the grounds that it is defamatory or prejudicially misleading. A motion to do so will not require notice. This section shall be in force in addition to, not replacement of, the principle of expunging from the record as present in Robert's Rules.
9. Any rule of order may be suspended without notice, by the Chair, for the duration of the meeting, if less than three (3) members object.
10. All members must declare to any conflict of interest that they may have prior to the consideration of any motion concerning an organization external to the PGSS.

Chapter 9: Elections, Referenda and Petitions

Section 1: Preamble

1. There shall be a Chief Returning Officer (CRO) who is responsible for the implementation and oversight of all PGSS petitions, elections and referenda. The CRO will have discretion over enforcing rules and regulations pertaining to elections, referenda and petitions contained within this Manual. The CRO shall be responsible for all aspects of the administration of PGSS elections and referenda.

2. The CRO shall not be a candidate for any elected Society position, nor be the incumbent for any elected PGSS position, notwithstanding the Secretary-General acting as Interim CRO as prescribed herein.
3. The CRO shall be a contract worker of the PGSS. The Appointments Board shall recommend the hiring of the CRO, with this recommendation ratified by Council.

Section 2: Timetable for the Nominations and Referenda Questions

1. Definitions:
 - 1.1 Candidate shall refer to anyone running for the position of a titled Officer.
 - 1.2 Chair or Chairperson shall refer to anyone officially directing a referendum committee.
 - 1.3 Election and elections shall refer to the election of a candidate. Each election may have multiple candidates.
 - 1.4 Several elections may be held concurrently. Candidates may only run in a single election at a time.
 - 1.5 Referendum, referenda and referendums shall refer to questions posed to voters to determine their will. Each question posed shall be treated independently of the other.
 - 1.6 Withdrawal shall refer to the removal of a candidate or Chair from this person's position. It may be voluntary or on the mandate of a PGSS body, including the CRO or Governance Committee.
 - 1.7 Regulations include all rules applied to the elections and referendums, including those imposed by the CRO within this Officer's mandate, and those of the bylaws and Society Activities Manual.
2. The CRO should endeavour to adhere to the following timetable, subject to any timeline modifications that best serve the democratic needs of the PGSS, in an extenuating circumstance:
 - 2.1 December 1: open nomination period for candidates for all Officer positions and call for referendum questions. The CRO shall ensure communication of the call for nominations and referenda questions is widely publicized to both Council and the PGSS membership at large via, at minimum, an e-mail distributed on the respective listservs;
 - 2.2 Two weeks prior to the February Council meeting: Send a reminder e-mail to all members notifying them about the PGSS Elections schedule and calling for nomination and referenda questions;
 - 2.3 One month prior to the February Council meeting: The CRO will send to the PGSS membership an email outlining the process to submit referendum questions (petitions and Council motions), including the relevant deadlines. The CRO will also call for the referendum questions two weeks prior to the September Council meeting using the same procedure, with this referendum to be conducted at a potential by-election later in the fall. Such a referendum should follow the timeline prescribed for the general election, but subject to different dates.
 - 2.4 Noon (12:00) on the date of the February Council meeting: end of nomination period. Communicate with PGSS members an extension of the nomination period for one (1) week for any position attracting one (1) candidate or less no candidates;
 - 2.5 No later than two (2) days following the February Council meeting: call for the creation of referendum committees for each of the referendum questions by way of an email to the membership explaining the process, deadlines and questions.

- The nomination period for referendum Chairpersons should last no less than one calendar week.
- 2.6 One week prior to the distribution of the Council package for the February Council meeting; The CRO will collect the referendum question proposals and analyse the wording of the proposed questions. The Officer should propose changes to the person submitting the question should this Officer think the questions are misleading, confusing, or contrary to standard procedure (McGill, PGSS). Should the Officer and submitting party not reach an agreement on phrasing prior to the Council meeting, the Council motion should include this fact, as well as the CRO's proposed wording.
 - 2.7 The CRO must also submit the approved referendum question to the Board of Directors within 24 hours of the February Council meeting for review pursuant with the PGSS Constitution (bylaws). The Board may send a question back to Council if it considers the question to violate PGSS's existing regulations or the results of its implementation to cause grave consequences to the Society.

Section 3: Referenda

- 1. Preamble
 - 1.1 There shall be an annual referendum conducted concurrently with PGSS general elections.
 - 1.2 Notwithstanding the above, if there are no questions to be asked in a given year, then no referendum need be conducted.
- 2. Submission of Referenda Questions
 - 2.1 Questions may be placed on the annual referendum by:
 - 2.1.1 Resolution at the February Council meeting if the referendum period coincides with the general elections or at any Council meeting in the case of a stand-alone referendum.
 - 2.1.2 The presentation to the CRO of a petition bearing the signatures of at least seven (7) percent or 525 of the regular members of the PGSS. No more than a maximum of twenty-five (25) per cent of the names on the petition may be registered in a PGSA which is represented or eligible for representation on Council.
 - 2.2 A defeated referendum question shall not be reintroduced for a period of at least three (3) months, provided that the referendum was valid pursuant to this manual and the PGSS Constitution (bylaws).
 - 2.3 Formulation of referenda questions:
 - 2.3.1 By resolution of Council, the PGSS may conduct a referendum which either:
 - 2.3.2 Requires a single choice between "YES", "NO" or "NO OPINION" to a question; or
 - 2.3.3 Allows the ranking or a multiplicity of options determined by Council.
 - 2.4 Council may call a referendum at any time by means of a resolution which receives the assent of at least two-thirds (2/3) of the voting members present.

Section 4: Nominations of Candidates and Referendum Option Committee Chairs

- 1. Candidate and Chair Eligibility:
 - 1.1 A candidate for the Executive must be either:
 - 1.1.1 A PGSS member in good standing;
 - 1.1.2 A former member on leave due to medical or professional reasons who will return in the following semester.
 - 1.2 A candidate for the position of referendum Chairperson must be either:

- 1.2.1 A PGSS member in good standing;
 - 1.2.2 A former member on leave due to medical or professional reasons who will return in the following semester.
2. For the election of Executives, candidates must submit copies of their nomination forms to the CRO or PGSS Administrative Coordinator by noon on the day of the February Council meeting. Such nomination forms must be signed by at least fifty (50) regular members of the PGSS.
 3. Candidates shall make use of the nomination form supplied by the CRO. This form shall include that which the CRO deems appropriate to include, as well as the name, student number, and email address of each nominator. There shall be no limit to the number of nominators for each candidacy of each office; however, nominators may only nominate one nominee per office.
 4. No monies may be spent by the candidate in obtaining supporting signatures.
 5. The nomination form shall use the following wording: We, the undersigned, as regular members of the Post-Graduate Students' Society, do nominate [...] for the position of [...] of the McGill Post-Graduate Students' Society.
 6. In the case of Referendum Option Committee Chairs, the nomination form will also clearly state the referendum question, and the position of the committee: "YES" or "NO".
 7. In the event of no nominees for the candidacy of any office or the Chair of any referendum campaign, the nomination period for that position will be extended by one week.
 8. The CRO shall publicise the list of candidates and referendum questions in a timely fashion following the end of the February Council meeting.
 9. If no nomination for the position is received within the extended one-week (1) period, then following the end of the general election, by-elections procedure shall be applied.
 10. Each candidate must at the time they hand in the nominations to the Elections Committee, place one hundred dollars (\$100) on deposit with the Society which shall in all cases be returned one (1) week after the election has taken place subject to forfeiture in whole or in part as a result of any breach of these regulations unless the candidate performs five (5) hours of documented community service at an organization approved by the Elections Committee.

Section 5: Referendum Option Committees (ROC)

1. The ROC Chair shall form the Referendum Option Committee.
2. The CRO shall appoint the referendum Chairs based on the nomination procedures contained within this Manual.
3. For the election of referendum Chairpersons, these persons must submit copies of their nomination forms to the CRO or PGSS Administrative Coordinator before the end of the nomination period. Such nomination forms must be signed by at least fifteen regular members of the PGSS.
4. In the event that more than one (1) candidate presents himself or herself for Chair for any one ROC, then the candidate with the most supporting signatures shall be appointed by the CRO.
5. The PGSS shall budget a minimum of one thousand and two hundred dollars (\$1,200) per year in order to fund referendum committees. These funds shall be divided equally among all committees formed up to three hundred dollars (\$300) maximum.
6. ROCs may spend no more than 20 percent of their allocated budget on food/beverages. The ROCs shall not spend money on alcoholic beverages or on events unrelated to their campaign.
7. The ROC must abide by the rules outlined in the Manual regarding campaigning, and campaign material.

Section 6: Withdrawal and Disqualification of Candidates or Chairpersons

1. Candidates wishing to withdraw shall do so by tendering a written withdrawal notice to the CRO no later than three (3) days prior to the election.
2. Candidates must inform the CRO of violations in action (actions marked by a precise event) within the soonest reasonable delay to a maximum of three days (72 hours) after the close of polls, and durational violations (actions marked by an extended timeframe) within three days (72 hours) of the close of polls.
3. The CRO, with the advice of the Elections Committee, may disqualify a candidate or a Chairperson for acts that violate the election or referendum regulations contained within the Society Activities Manual and Bylaws in practice or in spirit, and that significantly affect the outcome of the election or referendum. Such a disqualification must be provided in writing to the candidate, and posted on the PGSS website.

Section 7: Post-Nomination Period

1. The Chief Returning Officer (CRO) shall be required to hold "an information session" within one week of the end of the nomination period for candidates and Referendum Committee Chairs where they present the appropriate parts of this Manual.
2. No campaigning may take place during the post-nomination period.

Section 8: Scheduled Debates

1. The CRO shall arrange and publicize at least one (1) debate on each campus. The format of these debates will be determined by the CRO in consultation with the candidates and Chairpersons, with the CRO retaining ultimate authority over the format.
2. The CRO shall ensure that the debates are widely publicized and candidates and Referendum Committee Chairs are given a minimum of one (1) week notice of the dates, times, and locations of the debates.
3. Candidates must attend all scheduled debates, barring any legitimate academic, personal or professional conflict that is documented. In the case of an excused absence, the candidate may not send a proxy, though the candidate may submit a 350 word statement to be read out in lieu of the individual's presence. The CRO reserves the right to verify and approve documentation, as well as the reason for the absence.

Section 9: Campaign and Campaign Period

1. The campaign period for all candidates and referenda committees will start after the February Council meeting on a date prescribed by the CRO and following a post-nomination period during which all candidates will be informed of the electoral rules and regulations.
2. The campaign period will last for a minimum of two (2) weeks and end at 11:59pm of the day prior to the voting period.

Section 10: Election and Referenda Campaigning

1. Campaign material includes any material intended to affect the ballot choice of a PGSS member. It does not include materials existing prior to the campaign that was not created with the intent to campaign; it also does not include external materials that were not created with the intent to campaign, such as professional pages (LinkedIn, McGill, etc.).
2. All candidates' campaign materials must include references to their own campaign or personal attributes. It may also include references to another candidate's campaign or personal attributes.
3. All referendum campaign material must reference the present situation or the potential situation as pertaining to the referendum's outcome, or the outcome of the opposite side's campaign's victory.

4. Campaign material must be based in fact, or an opinion which is stated as such. It cannot be prejudicially misleading, defamatory (based on ascribed [race, language] or acquired [religion, physical ability] statuses), false, or malicious. Campaigning using this type of material may lead to forfeiture of deposit or disqualification as based on severity.
5. Campaign material that is directly communicative in nature (such as conversations, Facebook postings, tweets, emails, etc.) does not need to be approved by the CRO; however all other material, including the forums for the aforementioned direct communication, except when not applicable by nature (a conversation), must be approved by the CRO. The candidate or Chair must obtain approval from the Officer of what is being distributed, how many, and the details of the material.
6. All printed and online materials must include the following statement:
"If any of the information contained on this document is untrue, misleading or offensive, or in any other way violates the election and referendum rules, please notify the Chief Returning Officer at elections.pgss@mail.mcgill.ca".
7. If a candidate or Chair is found to be in violation of the election rules in good faith, this person has twelve (12) hours to rectify the situation. In case of a discrepancy with the CRO's decision, the candidate or Chair should remove the material and await a decision of the Judicial Board or CRO.
8. Candidates and Chairpersons are expected to comply with McGill's regulations regarding the distribution of posters and printed materials.
9. Candidates and Chairpersons are expected to first obtain permission from a professor or instructor prior to making a speech in a class.
10. No Candidate or Chairperson may purchase advertising space.
11. Candidates and Chairpersons are required to declare any individuals who will be assisting them with campaigning. These individuals are considered to be part of a campaign team, and the candidate or Chairperson will be liable for this person's actions if done on the suasion or with the knowledge of the candidate or Chairperson.
12. Active campaigning must cease the evening (11:59pm) before the opening of the polls. Candidates and Chairpersons (including the committees of either person) may remind PGSS members to vote as long as they refrain from attempting to influence the outcome of the vote and as long as they refrain from referring voters to campaign materials. It is forbidden to post, create, or distribute new campaign materials during the polling period.
13. The CRO will ensure the distribution of an option 750 word candidate or Chairperson statement to voters (who have not opted out of it) in a special edition listserv within twenty-four (24) hours of the opening of the elections. These statements may include anything which the candidate or Chairperson deems relevant. It may also contain a link to external resources (which counts as one word) and writing in a language other than English. The statement for the office of External Affairs Officer must address this individual's abilities in English and French.
14. The CRO will solicit 350 word statements in English and/or French from candidates and Chairpersons to be attached to the ballot along with, for candidates, an optional personal photograph. If submitted by candidates and Chairpersons before the CRO's deadlines, the statements will be translated by PGSS, in which case the word limit shall not apply to the translated material. This statement may contain whatever the candidate or Chairperson deems relevant, as well as one link to an external website (which counts as one word).

Section 11: Cost of Campaigning

1. Campaign materials used in support of the election campaign of a candidate or referendum committee, including all gifts and contributions, shall not exceed a retail market value of three hundred (300) dollars.

2. The CRO shall be fully empowered to decide upon the said retail market value of such campaign materials that are not accompanied by receipts.
3. An itemized account of all expenditures must be submitted to the CRO at the latest twenty-four (24) hours after polls open. No further expenditures shall be incurred after the submission of said account. These accounts shall include:
 - 3.1 A means of identifying how a given receipt corresponds to a previously approved campaign material. In the case of expenses that were not incurred for the purchase of advertising materials, an explanation of the use of the good or service must be included with the receipt.
 - 3.2 A written receipt for each separate campaign material.
4. Where the candidate or a referendum committee has not been billed for materials and service rendered on his/her behalf, a written estimate, signed by the supplier or responsible agent of the supplier of such materials or services, shall also be included.
5. The requirements for submission of receipts and estimates may be waived for any candidate or referendum committee that signs a declaration stating that any money spent by them or on their behalf for the purpose of their campaign will not exceed five (5) dollars.
6. If no submission of expenditures or declaration that spending did not exceed five (5) dollars is received by the PGSS within twenty-four (24) hours of the polls opening the candidate or referendum committee shall be required to withdraw from the election by the CRO. The referendum option committee electronic statement will be withdrawn.
7. Any candidate or Chairperson, or any person acting on their behalf or suasion, who willfully violates the provisions of this section shall be withdrawn from the election or referendums. Any candidate or Chairperson who exceeds the expense limit shall be withdrawn regardless of intent.

Section 12: Voting and Voting Period

1. Elections for the Executive and coincident referenda shall use an electronic ballot voting procedure unless Council passes a motion specifying another procedure at February Council or earlier.
2. When electronic balloting is used, the CRO must send an email to PGSS membership containing instructions on how to vote with a link to the online voting system. The Officer must do this within 24 hours of the opening of the polls. The Officer must also send at least two emails to eligible members who have not yet voted during the voting period. These emails must be sent between 5:00am and 10:00am.
3. The voting period will last a minimum of both five (5) business days and a seven (7) calendar days to a maximum of ten (10) business days. Council must approve the dates chosen by the CRO.

Section 13: Rules Governing Electronic Balloting

1. The electronic ballot voting procedure must be implemented in such a way that voter confidentiality is maintained throughout the tabulating process; personal information and other affiliations must be removed once the ballot is cast electronically.
2. The electronic ballot voting system must be hosted on a secure computer system. All information passing back and forth from the secure computer system must be encrypted and certified as such by a third party commercial security certificate provider. The computer systems hosting the voting system must receive regular security updates and security and stability must remain current at all times. No member of the PGSS other than the CRO shall at any time have physical or electronic access to the computer system that will host the software. Maintenance of the system will be contracted out to a neutral third party employed by PGSS. Any changes or updates to the computer system will be made through the neutral third party.

Section 14: Rules Governing By-elections

1. If an Officer position becomes vacant, the CRO must commence a call for nominations within ten (10) calendar days. The election of this Officer position must commence within five (5) weeks of the position being vacated. These deadlines may be waved should another election or referendum period fall within the timeline of a by-election, and the CRO wishes to merge the by-election with them. This clause trumps other date-related clauses in that which concerns by-elections.
2. The by-election timeline shall include a minimum of two (2) week for the nomination period and one (1) week each for the campaign period and the voting period.
3. In the case where a referendum or election overlaps with an election to fill a vacant position, the CRO should endeavour to incorporate the by-election with the referendum or election being held. If this is not possible, the by-election campaign period shall begin after the referendum.
4. Successful candidates resulting from by-election shall only serve the remainder of the current term during which the vacancy occurred.

Section 15: Invalidation

1. The CRO, in consultation with the Elections Committee, shall invalidate the election and referenda, if, upon investigation, it is evident that there has been a gross violation of significant consequence of the governing documents such as to:
 - 1.1 Disenfranchise eligible voters;
 - 1.2 Permit ineligible persons to vote;
 - 1.3 Coerce voters to vote in a particular way;
 - 1.4 Mislead voters in their choice.
2. Protests and Withdrawals
 - 2.1 All complaints, protests, or requests to review the result in frame must be made to the CRO not later than five (5) calendar days after the closing of the polls. They must either be in written form and signed by a regular member of the PGSS or be sent digitally with a typed name acting in lieu of a signature.
 - 2.2 The CRO shall retain the record of the online voting system for a period of one year, unless the provider of the system deletes it. The CRO shall keep any signed documents from candidates and Chairs, as well as any campaign material records and expense forms, for a period of two (2) months following the end of the election.

Section 16: Election and Referendum Voting Systems

1. Election Polling
 - 1.1 For each ballot for the position of Executive Officer voters must be presented with a single-transferable vote (STV) ballot that grants voters with the option to rank order their preferences or to state no opinion. Voters may also state their disapproval of a candidate. If fewer than three (3) candidates come forward, the ballot for the position of an Executive Officer should follow the first past the post voting system (FPTP). No opinion does not count towards the aforementioned three candidates.
 - 1.2 Except for ballots with fewer than three (3) candidates, the counting of votes shall follow the full preferential system (STV) of the Salamander (or another provider, as the case may be) online voter system. This voting method permits for the transfer of votes to second or subsequent preferences when a given candidate has fewer votes than the quantity needed to win.
 - 1.3 No opinion votes shall be regarded as abstentions

- 1.4 Disapproval votes cannot exceed the number of votes cast in support of the winning candidate. If this is the case, the candidate with the greatest number of votes will not be declared the winner, and the winning Officer will be determined at a later by-election.
2. Referendum Polling
 - 2.1 For yes / no questions or for questions with two (2) options, voters must be presented with a First Past the Post style ballot that gives the voter an option to abstain (this "no opinion" response does not count as an option when discussing two option referendum questions). Voters may also state their disapproval of an option.
 - 2.2 For questions with more than two (2) options (not including a no opinion), voters will make use of the Full Preferential system discussed in 9:10:1:2.
 - 2.3 The question with the greatest support (in the case of STV, this applies after the redistribution of votes) will be declared the winning option.
 - 2.4 If the number of disapproval votes exceeds the number of votes cast in favour of a candidate, the referendum question will be considered undetermined. It may be presented at a subsequent referendum for reconsideration by PGSS members.

Chapter 10: Recognition of PGSAs

1. An association comprised of PGSS members, in conformity with the definition of PGSA in the PGSS Bylaws, may request recognition by the PGSS.
2. Only recognized PGSAs shall have access to their member's listserv from the PGSS as well as to the use of the PGSS online voting system to hold PGSA elections and referenda.
3. Requirements
 - 3.1 As of September 2012, any unit that wishes to form an independent PGSA must have at least twenty-five (25) members in their unit.
 - 3.2 Alternatively, a unit might join a PGSA of their choice with the agreement of the membership of that PGSA.
 - 3.3 Any changes to the conditions indicated above with regards to PGSA creation must take place between June 1st and September 30th.
4. PGSAs shall be recognized by motion of Council, as follows:
 - 4.1 Organizations shall submit to the PGSS a constitution, or Bylaws stating, at the minimum, the association's:
 - 4.2 Name; object; membership; Officers; membership fees; qualifications for office, and the dates of elections; regularity of meetings; a financial year, that runs concurrently to the PGSS financial year; and procedures for constitutional amendment.
5. PGSAs shall ensure that the following documents are provided to the PGSS:
 - 5.1 List of Officers;
 - 5.2 List of signing authorities; and
 - 5.3 Financial documents as required for the Post-Graduate Student Life Fund.
6. Nothing in the constitution of a recognized PGSA shall supersede Bylaws or operating Manuals of the PGSS.
7. At the discretion of Council, double-representation is permitted, but all funding decisions shall be made according to the PGSLF.

Chapter 11: Appointments Board (AB)

1. Purpose

1.1 The Appointments Board shall:

- 1.1.1 Nominate members to PGSS and University committees;
- 1.1.2 Recommend to Council individuals to fill the positions of Commissioners;
- 1.1.3 Evaluate candidates for positions of Speaker, CRO, and other positions requested by the Executive Committee.

2. Composition

2.1 The composition of the Appointments Board shall be as defined in Bylaw.

2.2 The Internal Affairs and the Academic Affairs Officer shall serve as co-Chairs.

3. Composition Restriction

3.1 Membership on the Appointments Board shall exclude councillors who:

- 3.1.1 Are involved in elections or referenda;
- 3.1.2 Have a titled position;
- 3.1.3 Sit on the Judicial Board.

4. Rules of Procedure

4.1 The Appointments Board shall evaluate candidates based on information submitted by applicants. For candidates applying to University committees, additional information may be gathered through a public question and answer period. For candidates applying to titled positions, a public question and answer period shall be conducted by the Appointments Board.

4.2 In recommending candidates, the Appointments Board shall consider the following requirements:

- 4.2.1 Specific requirements of specific positions;
- 4.2.2 Adequate availability of the candidate, in terms of both workload and mandate duration.

4.3 In recommending candidates, the Appointments Board shall consider the following aspects, valued by the PGSS and listed here in no particular order:

- 4.3.1 Sense of commitment;
- 4.3.2 Sense of responsibility and accountability;
- 4.3.3 Enthusiasm, interest and passion;
- 4.3.4 Relevant experience and skills;
- 4.3.5 Quality and regularity of reporting and communication;
- 4.3.6 Personal/professional development of PGSS representatives;
- 4.3.7 Experience and knowledge relevant to the position to which the candidate is applying.

4.4 In recommending candidates to University and PGSS committees, the Appointments Board shall strive to achieve:

- 4.4.1 Effective representation in the best interest of the PGSS; ongoing inclusion of new participants to PGSS governance and political life; and diversity in internal and external committee positions, from the viewpoints of faculties, programs, experience, and equity towards disadvantaged groups.
- 4.4.2 The Appointments Board shall give equal consideration to all applications from regular members interested in serving on committee positions. This guideline shall extend to members of the Appointments Board who are seeking other committee positions, with the

- requirement that candidates not be present when said positions are being discussed.
- 4.5 The proceedings of the Appointments Board shall be held in two parts: a public question and answer period for candidates open to all regular members of the PGSS and a closed session during which the Appointments Board shall issue recommendations on candidates and committees.
 - 4.6 All decisions of the Appointments Board shall be made democratically and documented. In the event of a tie, the vote of the Chair shall count twice. All supporting documentation provided by candidates shall be held as confidential.
 - 4.7 All candidates shall be notified of changes in their application status (e.g. accepted, rejected, and what's next) within forty-eight (48) hours of the Appointments Board decisions. Such notice shall inform candidates of their right to appeal to the Judicial Board.
 - 4.8 Recommendations of the Appointments Board shall not be disclosed to Council or to the public before seventy-two (72) hours have lapsed since the notification to candidates.

Chapter 12: Lottery System

- 1. Purpose
 - 1.1 The Appointments Board, as outlined in the Bylaws, has its membership selected by lottery. The following shall outline the manner in which this lottery is to be conducted.
- 2. Notice
 - 2.1 Notice of a lottery period shall be given to the members at least two (2) weeks prior to the lottery.
- 3. Process
 - 3.1 The lottery shall take place during an item of business before a Council meeting, for the purpose of conducting the lottery. Several lotteries may be conducted at the same time.
 - 3.2 The lottery shall be conducted by the Secretary-General, or in his/her absence, by a lottery Chair as selected by Council. At least Council shall designate two (2) voting members of Council as scrutineers.
 - 3.3 The scrutineers shall be charged with ensuring that the process is followed according to the Bylaws and the Society Activities Manual.
 - 3.4 Nominations may be submitted, in writing, to the Secretary-General, prior to the meeting. Nominations may be also be submitted during the item of business designated for the purpose of the lottery. Each nomination must be supported by the signature of at least (5) members of Council, and shall be signed by the nominee.
 - 3.5 The lottery Chair shall ensure that nominees meet the requirements for the committee for which the lottery is being held.
 - 3.6 After calling the nomination period closed, the lottery Chair shall place ballots for each nominee in a separate container for each lottery being conducted.
 - 3.7 The lottery Chair shall, in full view of the scrutineers, select the requisite number of ballots from each container.
 - 3.8 The winners of the lottery shall be read into the record, and shall assume their positions immediately.
 - 3.9 A lottery may only be overturned by unanimous decision of the scrutineers, upon which the process shall immediately be repeated.

- 3.10 In each instance of a lottery, the results, regardless of whether they are overturned or upheld by the scrutineers, must be read into the record.

Chapter 13: Judicial Board

1. Purpose

1.1 The Judicial Board shall:

- 1.1.1 Hear and pass judgment on cases of appeal concerning any decision or actions of the CRO within three (3) working days of being notified of any such appeal;
- 1.1.2 Review all appeals to recommendations of the Appointments Board;
- 1.1.3 Hear and pass judgment on cases of appeal within its jurisdiction as set out in Bylaw.

2. Rules of Procedure

- 2.1 The rulings of the Judicial Board shall be final.
- 2.2 Members of the Judicial Board who are the subject or affiliated with an appeal shall not participate in the deliberations of said appeal.
- 2.3 The PGSS may request the assistance of the Judicial Board in the preparation of a judicial case to be heard outside the PGSS regarding a matter previously deliberated by the Judicial Board.
- 2.4 Pursuant to such a request, the Judicial Board shall assist in the preparation of appropriate documentation and in its presentation.
- 2.5 The Judicial Board shall not render opinions on matters of dispute between members.

3. Composition

- 3.1 The composition of the Judicial Board shall be as defined in Bylaw.
- 3.2 Judges of the Judicial Board cannot be current members of the Appointments Board, the Governance Committee or the Policy and Structure Advisory Committee.
- 3.3 Members of the Judicial Board cannot be involved in Society petitions, elections, or referenda.
- 3.4 Members of the Judicial Board cannot hold a titled position.
- 3.5 Judges of the Judicial Board cannot be any members of the PGSS with powers to make PGSS decisions that are subject to appeal.

4. Reporting

- 4.1 The Judicial Board shall make a written report to the Council and to the Board of Directors of its activities on an ongoing basis.
- 4.2 In cases of dissenting opinions by members of the Judicial Board, each member shall have the right to present her or his opinion in writing along with that of the majority, when it differs from the majority.

5. Voting

- 5.1 Voting shall be as defined in Bylaw.

6. Quorum

- 6.1 Quorum shall be as defined in Bylaw.

Chapter 14: Funding Programs

Section 1: Grants Program

1. Purpose

- 1.1 The Grants Program aims to provide financial aid to projects of a non-profit nature initiated by and for PGSS regular members.

2. Use of the Fund

2.1 Eligibility

- 2.1.1 For a project, activity or event to be eligible for funding, it must meet all the following criteria:

- a. Regular PGSS members must be responsible for and involved in its organization and production;
- b. It must have a specific time frame, and the request for funding must occur a minimum of thirty (30) days before the project or event takes place;
- c. It must not be expected to run a profit with Grants Program funding;
- d. The project must have an academic or philanthropic objective, or otherwise contribute to the betterment of the PGSS community. Academic projects include, for example, symposia, conferences, lectures, workshops, excursions, and competitions. Philanthropic projects include, for example, such activities as disaster relief or food/clothing drives (note that funds are to be used to organize the activities, not to contribute to the charitable cause itself);
- e. The following projects, activities, or events are ineligible for funding:
 - Those which violate the PGSS rules or regulations, or McGill University rules or regulations;
 - Those under the immediate aegis of, or funded by:
 - The PGSS, except through PGS LF;
 - Organizations funded by PGSS or by a non-PGSS fee levy upon PGSS regular members;
 - Those that remunerate their organizers financially;
 - Those for which the organizers will receive credit in their academic programs, or which contribute directly to program requirements;
 - Projects that have recruitment or proselytizing goals;
 - Those which do not comply with the requirements of this Regulation
- f. If the event hosts non-PGSS participants, PGSS members must inherently benefit from the event taking place;
- g. The activity may receive logistical and financial support from a professor, department, or research group, but cannot be initiated or organized by them;
- h. Events that physically take place on one of McGill's campuses or in any justified environment that does not exist on one of the campuses will take precedence;
- i. Projects must not recreate any existing services within McGill or PGSS;

- j. Grants affiliated with PGSAs and other groups that have already received funding from the Grants Program that fiscal year; however, an individual applicant may receive multiple grants for different projects, activities, or events in a single fiscal year;
- k. Projects that have already been funded previously (in other fiscal years) should not expect to receive the maximum funding, if any. Preference should be given to novel projects.

2.2 Expenses:

2.2.1 Eligible expenses in the budget include, but are not limited to:

- a. Promotional material for the project (printing, scanning, faxing, etc.);
- b. Rental of the event venue;
- c. Rental of audio/visual equipment;
- d. Food and non-alcoholic beverage costs;
- e. Reimbursement for reasonable transportation costs associated with the event.

2.2.2 The following particular expenses are ineligible for funding:

- a. Alcoholic beverages,
- b. Gifts, prizes, or honoraria with the exception of those for featured invitees (e.g. guest speakers);
- c. Renovations, additions, modifications, or construction of McGill buildings;
- d. Purchase or maintenance of equipment;
- e. Contributions to political parties, political campaigns, or political interest or advocacy groups;
- f. Expenses related to academic conference participation;
- g. Expenses related to the fulfillment of academic or employment requirements.

3. Administration

3.1 The Committee on Monetary Affairs (CMA) shall maintain procedures for ensuring that funding awarded under the Grants Program is:

3.1.1 Awarded without the undue influence of personal preference for certain types of events, activities, or projects by CMA members;

3.1.2 Temporally accessible (e.g. an application does not get significantly different funding depending on when it is received).

3.2 The CMA shall maintain appropriate statistics and analyses thereof regarding the applications it receives in order to inform its decision-making procedures. These statistics shall be presented at the Annual General Meeting (AGM) at the end of the financial year by the Financial Affairs Officer (FAO).

3.3 Grant applications will be due at 11:59pm to the PGSS on the fifteenth (15th) of every month between September and June. A decision about the application will be rendered by the CMA within two weeks of the deadline; this two week evaluation period shall be called the "granting period." Such a decision may result in the awarding of funds, the rejection of the application, or deferment whereby a request for more information shall be submitted in a grant reapplication.

3.4 Applications for funding must be made in writing (the online application is acceptable), and include all forms and supporting documentation required by the CMA, including a credible and complete project budget with a section on

- expected revenues, another section on expected expenses, and the total of revenues less expenses.
- 3.5 An application must also include a single and specific end date for the event, activity or project for which funding is being requested. This end date must be within six (6) calendar months of the beginning of the granting period in which the application is considered.
 - 3.6 The CMA will determine, whether the project meets the eligibility criteria and falls within the mandate of the Grants Program.
 - 3.7 Based on its evaluation of the applications, the CMA will rank the grants received in a given granting period based on adherence to the eligibility and selection criteria, and will allocate funds accordingly.
 - 3.8 The amount of funding awarded will be limited by the expressed needs of the project and the amount of funds available.
 - 3.9 The CMA shall prioritize applications as follows:
 - 3.9.1 The project is novel and will contribute something meaningful to the PGSS community;
 - 3.9.2 The level of clarity of the project and its goals;
 - 3.9.3 The viability of the project;
 - 3.9.4 The number of targeted regular PGSS members;
 - 3.9.5 Environmental benefits for the PGSS community;
 - 3.9.6 The incorporation of sustainable practices;
 - 3.9.7 Those are viewed by the member of the CMA as satisfying the aims of the Grants Program;
 - 3.9.8 The overall quality of the application.
 - 3.10 Applicants shall be notified in writing of the decisions of the CMA before the end of the granting period during which their application is considered.
 - 3.11 Applicants shall have the right to appeal decisions of the CMA first to the FAO, as a representative of the CMA, to elaborate and discuss the CMA's decision. Should a resolution not be found when appealed to the FAO and CMA, the applicant can appeal the decision to the Judicial Board.
 - 3.12 Decisions of the CMA shall be reported in writing to the AGM, along with:
 - 3.12.1 The CMA's prioritized ranking of each grant application;
 - 3.12.2 The complete updated catalogue of grants awarded funding that will be used in that financial year, and the grants that have been de-allocated.
 - 3.13 If for some reason the CMA is unable to make a decision concerning a duly received grant application within the appropriate granting period, and the event, activity, or project has occurred by the time the CMA is able to make its decision, the CMA may exceptionally award a grant retroactively.
4. Disbursement of funds
- 4.1 Funds shall be disbursed upon receipt of sufficient receipts by the PGSS office.
 - 4.2 Funds will be dispersed in the form of a cheque issued directly to the grant applicant or their affiliate PGSA, or it may be issued as an internal transfer to their affiliate PGSA's PGSLF. If a cheque is issued to an individual applicant or PGSA, it is the subsequent responsibility of the applicant to properly disperse the funds.
 - 4.3 Receipts must be delivered to the PGSS within two (2) weeks of the end of the event, activity or project. Failure to comply with the receipt deadline shall result in notice of a five (5) regular business day extension of the deadline, after which the FAO shall be authorized to de-allocate all unclaimed funds allocated for the event.

- 4.4 Successful grant applicants shall be requested and expected to acknowledge PGSS' financial support.

Section 2: Post-Graduate Student Life Fund

1. Purpose
 - 1.1 The goal of the Post-Graduate Student Life Fund is to fund the activities of recognized Post-Graduate Student Associations (PGSAs).
 - 1.2 The per-student fee levy is paid by PGSS members, and shall be allocated to PGSAs according to the fees paid by the members, in line with data provided by McGill. Students are charged this fee by McGill based on their registration status.
 - 1.3 The fees paid by post-doctoral fellows will be allocated 25% to the APF and 75% to their program-associated PGSA.
2. Use of the Fund
 - 2.1 The funds allocated for Post-Graduate Student Association (PGSA) activities and events for graduate students and postdoctoral scholars shall be used for events and activities determined by their respective PGSA, in a manner consistent with this regulation, McGill regulations, and the law.
 - 2.2 Eligibility
 - 2.2.1 All recognized PGSAs are eligible to receive PGSLF funding.
 - 2.2.2 In the case of Macdonald Campus, the MCGSS will represent all departments as the PGSA.
3. Administration
 - 3.1 Under the supervision of the Financial Affairs Officer, the Post-Graduate Student Life Coordinator (PGSLC) shall be responsible for the administration and management of the Post-Graduate Student Life Fund (PGSLF) in accordance with the provisions herein contained.
 - 3.2 Rules and Regulations
 - 3.2.1 In order for PGSS to release the full amount of funds allocated to a PGSA, the PGSA must complete and submit the Online Tutorial for Funds Transfer (OTFT) at the beginning of each fiscal year.
 - 3.2.2 If a PGSA requests, at the beginning of the PGSA's fiscal year, that the total amount of funds allocated to them be administered by the PGSS, the PGSA will have to submit an expense form for all events or activities funded by the PGSLF. An expense form has to be submitted at least fifteen (15) days prior to the start of each event or activity that is to be funded by the PGSLF.
 - 3.2.3 All activities must comply with federal, provincial, and municipal laws, McGill regulations, and PGSS rules and regulations.
 - 3.2.4 All activities must be properly insured. The PGSS reserves the right to charge a PGSA a supplement for exceptional activities that engender excessive risk above that covered by the PGSS insurance policy.
 - 3.2.5 Per provincial laws and the McGill Alcohol Policy, any activity involving alcohol must have a valid liquor permit and McGill Server Trained servers. If the event takes place in an establishment with a liquor permit (like Thomson House), then the appropriate rules regarding that establishment shall prevail.
 - 3.2.6 PGSLF money cannot be used to buy alcohol for off-campus events and activities that are not held in a licensed establishment, or without the proper liquor permit and McGill Server Trained servers.
 - 3.2.7 For each event and activity, each PGSA must have a designated person (who will attend the event or activity) who takes full

responsibility for satisfying PGSLF regulations and for ensuring the event respects PGSS regulations.

3.3 Reimbursements

- 3.3.1 The application for reimbursement under the PGSLF shall include the following information:
 - a. Name of the PGSA;
 - b. Completed expense form;
 - c. A summary of expenses of the event in question, including all receipts, must be received within two (2) weeks of the event;
 - d. Completed events form.
- 3.3.2 Funds shall be disbursed by the PGSS representative upon receipt of sufficient acceptable receipts. Receipts are required to be delivered to the PGSS representative within two (2) weeks of the end of the event. Failure to comply with the receipt deadline shall result in notice of a five (5) regular business day extension of the deadline, after which the PGSS representative shall be authorized to de-allocate all unclaimed funds allocated for the event.
- 3.3.3 Any other information required for the PGSS representative to ascertain a true and complete picture of the event. Failure to provide the necessary information is sufficient grounds for a rejection of an application for an event.
- 3.3.4 Any applicant found to have made an application under false pretenses will be required to immediately return any funds disbursed. The PGSS representative may request additional information in order ensure that applications are truthful and complete.
- 3.3.5 At the discretion of the PGSS representative, two (2) signatures of the PGSA Executives may be required.
- 3.3.6 All expenditure from the fund shall require the authorization of the PGSS Financial Affairs Officer.
- 3.3.7 At the discretion of the PGSLF Coordinator and the Financial Affairs Officer, events may be pre-approved and money dispersed in advance.

3.4 Distribution of Funds

- 3.4.1 There shall be an accounting service provided by the PGSS.
- 3.4.2 For departments located at Macdonald Campus, PGSLF Fees collected in the year the fee was collected, will remain segregated based on department and enrollment.
- 3.4.3 For departments located at Macdonald Campus, MCGSS shall keep track of each department's account as well as reimbursement of funds to departments with successful PGSLF applications.
- 3.4.4 A PGSA may deposit funds into their PGSLF account. This money may be disbursed, according to this regulation, for PGSA events and activities.
- 3.4.5 There will be no transfer of money between the PGSS account service and a personal bank account.
- 3.4.6 Disbursement of funds will not exceed the total amount of in the PGSA account.

3.5 Feedback

- 3.5.1 PGSA representatives shall be invited to meet with the PGSLC to discuss the program, with the goal of improving the PGSLF.

- 3.6 Annual Report
 - 3.6.1 Each PGSA shall submit to the PGSS an annual report. This report shall contain, if applicable, a financial statement with a general description of each event or activity that was paid for or reimbursed by PGSLF program funds.
- 3.7 Budgeting Procedures
 - 3.7.1 The total amount accorded to a PGSA is based on the number of students registered in each department. Students are charged this fee based on their credit registration status. Such fee amounts may be modified only by a referendum of the PGSS membership.
 - 3.7.2 The amount accorded to each PGSA shall be calculated in October and February of each school year according to enrolment data
- 3.8 Remaining Funds
 - 3.8.1 In October of each fiscal year, the PGSS will cap the funds for each PGSA, at a maximum of three (3) years of its average annual revenue in October of each school year. Any remaining funds that have no responsible PGSA will be put back into the PGSS Grants Program.
 - 3.8.2 For departments located at Macdonald Campus, on the first day of the academic year following the academic year that the fees were levied (September 1st), the remaining funds will be pooled and will be accessible to all departments through an application to the MCGSS.
 - 3.8.3 For departments located at Macdonald Campus, the pooled fees will be accessible from September 1st until August 30th. However, as of December 1st of that academic year, MCGSS will be able to access those funds in the pooled account.

Section 3: Member Legal Support Fund

- 1. Mandate
 - 1.1 The MLSF shall be used to help PGSS members who are in need of financial assistance to cover legal costs associated with consultation and initiation of a legal suit as a result of a rights violation during their tenure at McGill University.
- 2. Use of the Fund
 - 2.1 Eligibility:
 - 2.1.1 PGSS members who have experienced a rights violation during their graduate degree program or postdoctoral fellowship at McGill University are eligible for application to the MLSF. A rights violation is considered to be a violation of any of the Student and Human rights outlined in the McGill Charter of Student Rights.
 - 2.1.2 Only regular members of the PGSS at the time of the violation are eligible to apply for financial support from the MLSF.
 - 2.1.3 In the case that a regular member ceases to be a member, an application must be made no later than sixty (60) days after termination of classification as a member.
 - 2.2 The MLSF shall be utilized to offer financial support for expenses associated with securing legal consultation or representation for proceedings under the terms and conditions of:
 - 2.2.1 The McGill grievance procedure, where the McGill Legal Information Clinic recommends the use of remunerable outside services;
 - 2.2.2 McGill Harassment and Discrimination Assessment procedure;
 - 2.2.3 The Quebec Human Rights Commission or the Canadian Human Rights Commission;

- 2.2.4 The Quebec Provincial Court or Canadian Federal Court regarding a violation of civil or human rights;
- 2.2.5 All other legally recognized tribunals, external to McGill.
- 3. Administration
 - 3.1 The Committee for Member Support (hereafter CMS) shall be responsible for the disbursement of the MLSF.
 - 3.2 Prior to any application for MLSF funding, the candidate must comply with all the requirements stipulated in the Manual governing the operation of the MLSF and the CMS
 - 3.3 Committee for Member Support (CMS)
 - 3.3.1 The Chair shall maintain and provide members of the CMS with information related to:
 - a. The mandate of the MLSF and the CMS;
 - b. All operating procedures governing the management of the MLSF and the CMS;
 - c. The management of the MLSF and the CMS;
 - d. Internal (University) resources and procedures available to address PGSS members' inquiries and problems;
 - e. External (community) resources and routes available to address PGSS members' inquiries;
 - f. Guidelines governing the maintenance of confidentiality;
 - g. How to assist members to make a formal application for financial support for the MLSF;
 - h. The collection of all required documentation to facilitate the accurate evaluation of all applications for financial support.
- 4. Application for Funding
 - 4.1 All applicants for financial support from the MLSF shall be required to successfully complete the following steps before submitting a formal application to the CGSS:
 - 4.1.1 Consulted with a volunteer of the CMS;
 - 4.1.2 Exhausted all alternative sources of financial support;
 - 4.1.3 Filed a grievance or case, or begun consultation with one of the following authorities:
 - a. McGill's Senate Committee on Student Grievances and/or Appeal Committee for Student Discipline or Grievances;
 - b. McGill Harassment and Discrimination Assessment Office;
 - c. Quebec Human Rights Commission or the Canadian Human Rights Commission;
 - d. Quebec Provincial Court or Canadian Federal Court;
 - e. Québec Commission des normes du travail, when applicable;
 - f. Police authorities.
 - 4.1.4 Consulted with and received a written report from a recognized advocate such as one (1) of the following:
 - a. The McGill Legal Information Clinic (MLIC);
 - b. Student Advocacy;
 - c. An outside-recognized legal advocate if the MLIC deems it necessary to seek outside services.
 - 4.2 Requirements
 - 4.2.1 All applicants for financial support from the MLSF shall be required to provide upon request the following information as part of their application to the CMS:

- a. Most recent completed and filed Federal and Provincial income tax notices of assessment;
- b. Most recent Federal and Provincial tax assessment receipts;
- c. Statements of accounts from the financial institution in which the applicant banks, for a period of three (3) months preceding the dates of application for financial support;
- d. History of employment and financial income for the last one (1) year preceding the date of application for financial support from the MLSF;
- e. Current lease on the premises which the applicant occupies;
- f. Recent statements from all brokers or other financial institutions with which the applicant deals;
- g. Any other information necessary for the CMS to ascertain a true and complete picture of the applicant's financial situation.
- h. The CMS may request additional documentation that it deems necessary to accurately evaluate the application for financial support.

4.2.2 Failure to provide any requested documentation is sufficient grounds to reject an application.

4.3 Rules of Procedure

- 4.3.1 The CMS may require the applicant to sign agreements whereby the applicant agrees to having an understanding of and to abide by the governing documents of the PGSS.
- 4.3.2 The CMS shall duly deliberate on all applications submitted for financial support from the MLSF. The CMS shall observe the requirements for quorum and affirmative votes required to approve an application.
- 4.3.3 The CMS shall provide a response, in writing, to the applicant within a period of four (4) weeks, University holidays excluded, identifying the outcome or decision of the CMS.
- 4.3.4 The CMS shall ensure that an appropriate level of confidentiality is maintained with respect to all applications for financial support.
- 4.3.5 The CMS shall, with permission of the applicant on an individual basis, possess the right to call individuals to its meetings, when it deems this necessary to accurately assess an application.
- 4.3.6 The CMS has the right to seek legal counsel on any matter, if it deems it to be necessary.
- 4.3.7 The level of financial support available is a maximum of five thousand and five hundred (5500) dollars or 10 (ten) percent of the current account balance of the MLSF, whichever is less, per case is established, but the actual amount disbursed per case shall be determined on the basis of each application.
- 4.3.8 Members with open cases for funding from the MLSF can be issued certificates as part of their application to the PGSS needs-based bursary program administered by the University's Scholarship and Student Aid Office if they meet the criteria for such certificates.

5. Conflict of Interest

- 5.1 Any member of the CMS wishing to apply for MLSF assistance must resign from the committee.
- 5.2 Any possible conflict of interest should be declared by CMS members upon presentation of a case.

6. Disbursement of Funds

- 6.1 The CMS has the right to attach terms and conditions, appropriate to its mandate, to an award for financial support that it deems appropriate. This may include, but is not limited to, a requirement that any MLSF applicants partially or fully reimburse the MLSF with any costs, damages, legal fees or other monies they are awarded by the relevant legal court or other arbitrating body, or by virtue of any settlements made.
- 6.2 All cheques, bills of exchange or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the MLSF, shall be signed by signing authorities of the PGSS as defined by Bylaw.

7. Appeals

- 7.1 Where the applicant is dissatisfied with the decision of the CMS, and whether or not there is new information, final appeals may be heard by the following respective bodies, and on the following respective bases:
 - 7.1.1 By the CMS, on the merits of an application for funding; or
 - 7.1.2 By the PGSS' Judicial Board, to determine whether the CMS respected the governing documents of the PGSS.
- 7.2 Appeals must be filed within one (1) month of receipt of notification from the CMS.

Chapter 15: Equity

- 1. The PGSS shall endeavour to make its events accessible to members with disabilities, and to members with families.
- 2. The PGSS shall endeavour to provide a variety of events that cater to different groups within its diverse membership.
- 3. The PGSS shall promote the aforementioned equity guidelines to groups to which it disburses funds for the purpose of planning events.

Chapter 16: Amendment of the Society Activities Manual

- 1. Amendments to this Manual may only be entertained during the period from October 1st through March 31st of the following year, unless Council votes by special resolution to entertain an amendment outside of this period.
- 2. Any amendments to this Manual must be proposed through Council:
 - 2.1 First reading: Council
 - 2.1.1 Notice of a proposed enactment, amendment, or repeal of any part of this Manual shall be given to the Secretary-General at least two (2) weeks before the meeting of Council at which the motion is to be introduced.
 - 2.1.2 Notice of the wording of the proposed motion must be given to Council members at least five (5) days before the Council meeting at which the motion is to be introduced and debated.
 - 2.1.3 The motion shall be read a first time at Council. The motion shall be debated and amended if so desired, and approved in principle by a simple majority vote.
 - 2.2 The Governance Committee
 - 2.2.1 The motion, as approved in principle by Council, shall be conveyed in writing to the Governance Committee within one (1) week.
 - 2.2.2 The Governance Committee shall consider the motion.

- 2.2.3 Within ten (10) working days of having received notice, the Governance Committee shall notify the Secretary-General in writing of any recommended changes to the proposed Manual. If no such changes are recommended, the Secretary-General shall be notified of that fact.
 - 2.2.4 If the Governance Committee submits no changes within ten (10) working days, then the proposed amendment shall go forward to be read a second time at Council.
 - 2.3 Second reading: Council
 - 2.3.1 The Secretary-General shall ensure that the proposed Bylaw and the recommendations of the Governance Committee are included for second reading at a Council meeting, and that this agenda be given to all Council members at least forty-eight (48) hours before the meeting
 - 2.3.2 Council shall debate and consider the proposed motion, and any recommendations made by the Governance Committee.
 - 2.3.3 The Speaker shall not permit Council to consider any further amendments from the floor, other than those recommended by the Governance Committee.
 - 2.3.4 The proposed motion shall be approved by a special resolution of Council and the changes shall take effect immediately upon such approval.
- 3. The Secretary-General shall oversee updates to the Manual as required.

**Post-Graduate Student Life Fund (PGSLF)
Online Tutorial for Funds Transfer (OTFT)**

Hello! Welcome to the Post-Graduate Students' Society (PGSS) Online Tutorial for Funds Transfer.

The PGSS Online Tutorial for Funds Transfer (OTFT) is designed to simplify the transfer of funds to Post-Graduate Students' Associations (PGSAs). In order to complete and submit the tutorial, you will be asked to read and accept all of the terms and conditions of the OTFT.

We encourage you to read carefully each section before accepting the OTFT terms and conditions. If you have any doubts or questions, please do not hesitate to contact the program administrator Jacinthe Deschenes at: studentlife.pgss@mail.mcgill.ca. For additional information on the OTFT or the Post-Graduate Student Life Fund (PGSLF) please consult the [PGSS Society Activities Manual Chapter 14, Section 2](#).

Section 1. We want to know more about you!

In order for PGSS to complete the transfer of the funds, we need you to provide to our Program Coordinator the following information:

1. An updated list of the current composition of the PGSA's Executive Board with their McGill e-mail addresses.
2. Latest version of your PGSA's Governing documents (e.g. Constitution, Bylaws, Regulations, etc.).
3. Names of the PGSA's Councillors to the PGSS Council with e-mail addresses.
4. Previous year end-of-year budget or similar financial document.

If required, the Program Coordinator may request the following information:

1. The exact location of your faculty/department Billboard.
2. The location of your department Graduates Common Room/Lounge.
3. The name and e-mail of your Associate Dean for Graduate Studies or Department Chair.
4. If applicable, the name and e-mail of your Graduate Program Director.
5. The name and e-mail of a person we could contact in your Faculty, Department or School (e.g. Program administrator, Officer Administrator, Faculty/Department Secretary, etc.)

Section 2. Comply with the law of the land!

When designing, advertising and/or developing any academic/social activities or events that require the use of PGSLF funds you must comply with Federal and Provincial Laws and Municipal, McGill University and PGSS rules and regulations. For more information on McGill's internal Alcohol Policy please visit the following webpage:

<https://www.mcgill.ca/alcoholpolicy/>.

If your activity/event involves the consumption of alcoholic beverages please remember that:

1. If the activity/event is going to be hosted at Thompson House:

Please remember to book the room/space in advance, at least one week prior to your event. To do this please send an e-mail to: Bliss Ward at: hm.pgss@mail.mcgill.ca

You can pay your bill after your event by: cheque, credit card or debit card (if arrange with Bliss a week prior to your event).

Keep in mind that you will not be able to make another reservation at Thomson House if you have outstanding invoice.

2. For an event on campus:

Events/activities that are going to be held within McGill premises need to meet all of the requirements established in the Events Booking Guideline. If you need more information please read the McGill University Booking Guidelines, they are available at:

www.mcgill.ca/eventsbookings/guidelines/

Please fill out an expense form at least one month prior to any event or activities. This process may take some time so please estimate at least 1 (one) to 2 (two) months before your process is complete.

If required, please obtain an Alcohol Permit from the authorize McGill faculty, department or administrative unit OR, if requested, an appropriate Liquor Permit issued by the Regie des Alcohol courses et jeux du Quebec. Remember that if you have a McGill Alcohol permit you will have to buy all your alcoholic beverages through McGill. For more information please consult the General Regulations Concerning the Use of Alcohol on Campus available at:

<http://www.mcgill.ca/eventsbookings/alcohol/regulations/>.

If you or members of your association are planning to serve alcoholic beverages, please remember that you will have to complete the "Server Training Seminar" offered by the McGill office for Campus Life & Engagement. For more information please visit their webpage at:

<https://www.mcgill.ca/alcoholpolicy/server-training>.

It is very important that you keep a copy of the Alcohol Permit. A copy if the permit will have to be attached to your expense form.

3. For an event off campus:

Your event needs to be held in a license establishment OR obtain an appropriate liquor permit issued by the Regie des Alcohol courses et jeux du Quebec.

In order for PGSS to refund your expenses you must fill an expense form at least one week prior to any event or activities. Please include the Insurance Certificate from the establishment. After this happens the Program Coordinator will contact you one week prior to the event.

Section 3. PGSLF semester cheque and reimbursements

During the fall and winter semesters you will receive a PGSLF transfer cheque with the total amount of funds that are allocated to your PGSA. All PGSLF cheques for semester transfers will be made payable to the name of the PGSA. NO CHEQUES WILL BE MADE PAYABLE TO THE NAME OF INDIVIDUAL OFFICERS OR CASH. THESE CHEQUES SHOULD BE DEPOSITED TO THE PGSA'S BANK ACCOUNT.

If you have expenses that are subject to reimbursement by PGSS please remember that you should follow the guidelines established in the Society Activities Manual of PGSS ([Chapter 14](#),

section 2, sub-section 3.3 "Reimbursements"). PGSA can request refunds by e-mail or in person at the PGSS administrative offices.

An application is considered complete and it is ready for processing when it includes the following:

1. Complete expense form signed by the authorize officer (s) (e.g. VP Finance or President);
2. Complete name of the PGSA;
3. Summary of expenses of the event in question, including all receipts, must be received within two (2) weeks of the event;

Once the reimbursement is authorized the payment will be made in accordance with the same rules as the PGSLF Semester Transfer Cheques.

Please remember that you should have one binder per academic year where you store and organize all of your financial records (i.e. expenses form with bills). These records and supporting documents should be kept for seven years.

By filling out the form found here: <https://pgss.mcgill.ca/en/event/270>, I, as the President or Vice-President Finance of my PGSA, on behalf of our PGSA, acknowledge that I understand, and therefore will comply, with all of the terms and conditions present in the OTFT.
On behalf of the PGSS we wish you a great year!

Danielle Meadows
Financial Affairs Officer
Post-Graduate Students' Society

Jacinthe Deschênes
Student Life Coordinator & PGSLF Program Coordinator
Post-Graduate Students' Society

Post-Graduate Students' Society Bylaws

Adopted March 7, 2012 at the Annual General Meeting

First Revision: October 23, 2012

Second Revision: February 10, 2014

Third Revision: November 15, 2014

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Section 1: Definitions

1. "The corporation" shall refer to *L'Association étudiante des cycles supérieurs de l'Université McGill inc. (AÉCSUM)*, the corporation duly registered in the province of Quebec pursuant to Part III of the Quebec Companies Act.
2. "PGSS" shall refer to the Post-Graduate Students' Society of McGill University Inc., the duly registered English operating name of the corporation.
3. "Society activities" shall refer to all activities of the PGSS related to advocacy, outreach, lobbying, regular member services (excluding implementation details), or events for and held on behalf of regular members, and exclusively funded from the Society Activities Fund.
4. "Business activities" shall refer to all PGSS activities relating to sales, including food and beverage services, space bookings, and event catering, and exclusively funded from the Business Activities Fund.
5. "Shared activities" shall refer to all PGSS activities that cannot be exclusively categorized as either Society activities or Business activities, and that require or involve budgeting from both Business and Society funds.
6. "Corporate activities" shall refer to all PGSS activities related to the maintenance of its corporate status, contractual obligations, matters of employment, financial relationships and obligations, legal proceedings and actions on behalf of or in defence of the PGSS, or any other activity not explicitly indicated as a Society, Business, or Shared activity.
7. "University" shall refer to McGill University.
8. "Memorandum of Agreement" shall refer to the contract between the PGSS and the University that outlines, amongst other things, fee collection mechanisms and mutual recognition.
9. "Unit" shall refer to a department, school, institute, faculty, programme of study, or other administrative division of the University as recognized by the PGSS.
10. "PGSA" shall refer to a Post-Graduate Student Association, an association representing the subset of PGSS regular members in a particular unit, or combination of units, such that no regular member is represented by more than one PGSA.
11. "Bylaw" shall refer to a numbered item in the present document.
12. "Special resolution" shall refer to a motion for which a two-thirds (2/3) vote is required. For a motion considered in a meeting, such a vote shall be two-thirds (2/3) of voting members present. For motions considered by referendum, such a vote shall be of members participating in the referendum.
13. "Confidential session" shall refer to a portion of a meeting of a governing body for which the proceedings are to be kept private to the members of the governing body. Non-members of the governing body are excluded from any such session, unless permitted by special resolution. A governing body may enter into confidential session by special resolution.

Section 2: Purpose

1. The corporation is constituted for the following purposes:
 - 1.1. To establish and maintain a social club for members and their guests.
 - 1.2. To promote and enhance collegial relations amongst members.
 - 1.3. To offer opportunity for free and informal discussion of issues of concern to members.
 - 1.4. To provide representation and advocacy for members.
 - 1.5. To promote the educational and cultural interests of members.

Section 3: Membership

1. Types of Members
 - 1.1. Regular member: graduate student or postdoctoral scholar of the University.
 - 1.2. Special member: an individual upon whom special membership is conferred by the PGSS.
 - 1.3. Thomson House member: an individual who is a member of a recognized group, and is conferred Thomson House member status in a manner set out for the group, by the PGSS.
2. Rights of Membership
 - 2.1. Regular members
 - 2.1.1. Have the right to vote at General Meetings.
 - 2.1.2. Become a member of any governing body, or a body to which the PGSS may appoint a representative via the procedures set out in the governing documents.
 - 2.1.3. May resign from the PGSS; resignation must be in writing and shall be effective upon receipt and acknowledgement thereof by the Executive Committee. The individual shall continue to pay fees as long as he or she remains eligible for membership.
 - 2.1.4. Have the privilege of the use of Thomson House, subject to the House Rules.
3. Special Members
 - 3.1. Have the privilege of the use of Thomson House, subject to the House Rules.
 - 3.2. Have access to specific PGSS resources and programs as set by the Board of Directors, but not to exceed the access afforded to regular members.
4. Thomson House Members
 - 4.1. Have the privilege of the use of Thomson House, subject to the House Rules.
5. Responsibilities of Membership
 - 5.1. To abide by the House Rules while at Thomson House. Thomson House management may summarily suspend the privilege of the use of Thomson House for any member who violates the House Rules. Such a suspension is subject to appeal to the Judicial Board with ratification of the Board of Directors.
 - 5.2. To be familiar with the governing documents that determines one's membership rights and responsibilities.

Section 4: Fees

1. The PGSS regular member fee may only be set by a general referendum following procedures set out in the governing documents. The fees for other classes of members shall be set by the Board of Directors.
2. All fees set by the PGSS and levied from its members by the University shall be communicated to the appropriate University bodies according to the Memorandum of Agreement.

Section 5: Governing Documents

1. Titles
 - 1.1 Letters Patent
 - 1.2 Bylaws
 - 1.3 Corporate Activities Manual
 - 1.4 Society Activities Manual
 - 1.5 Business Activities Manual
 - 1.6 Policy and Position Manual
 - 1.7 Contracts

2. Contents
 - 2.1. The Corporate Activities Manual shall include guidelines and procedures with respect to Corporate Activities.
 - 2.2. The Society Activities Manual shall include guidelines and procedures with respect to Society Activities.
 - 2.3. The Business Activities Manual shall include guidelines and procedures with respect to Business Activities.
 - 2.4. The Policy and Position Manual shall contain evidence-based policies and positions touching on areas of political interest to the PGSS.
3. Conflicts Between Governing Documents
 - 3.1. In the case of conflict between governing documents, the document higher in the list shall take precedence.
4. Amendment of Governing Documents
 - 4.1. Each governing document must specify its own amendment procedures.

Section 6: Governing Bodies

1. Council
 - 1.1. Purpose
 - 1.1.1. To make decisions about Society Activities.
 - 1.1.2. To make joint decisions about Shared Activities in conjunction with the Board of Directors.
 - 1.2. Purview restrictions
 - 1.2.1. No purview over Business or Corporate Activities.
 - 1.3. Composition
 - 1.3.1. As set out in the Society Activities Manual.
 - 1.3.2. In addition, Officers are non-voting members of Council.
 - 1.3.3. Council shall be chaired by a Speaker appointed by the Appointments Board following procedures set out in the Society Activities Manual. In the absence of a chair, the Council may appoint a member of the Council to serve as interim chair.
 - 1.4. Voting rights
 - 1.4.1. Each Councillor is allotted a number of votes as set out in the Society Activities Manual.
 - 1.4.2. There are no other voting members of Council.
 - 1.5. Quorum
 - 1.5.1. As set out in the Society Activities Manual.
2. Committees of Council
 - 2.1. Purpose
 - 2.1.1. As set out in the Society Activities Manual.
 - 2.2. Purview restrictions
 - 2.2.1. May not make decisions on behalf of the PGSS.
 - 2.3. Composition
 - 2.3.1. Regular members, as specified in the Society Activities Manual.
 - 2.3.2. Committees of Council shall be chaired as set out in the Society Activities Manual.
 - 2.4. Voting rights
 - 2.4.1. Each member of a Committee of Council has one vote.
 - 2.5. Quorum
 - 2.5.1. Business of Committees of Council shall only be conducted with a quorum of one-half (1/2) of the duly appointed members of the Committee.

3. Board of Directors

3.1. Purpose

- 3.1.1. To make decisions about Business Activities.
- 3.1.2. To make joint decisions about Corporate Activities in conjunction with the Executive Committee.
- 3.1.3. To make joint decisions about Shared Activities in conjunction with the Council.

3.2. Purview restrictions

- 3.2.1. No purview over Society Activities.

3.3. Composition

- 3.3.1. Directors.
- 3.3.2. The Board of Directors shall be chaired by the Secretary-General, who shall act as President of the Corporation. In the absence of a chair, the Board may appoint a Director to serve as interim chair.

3.4. Voting rights

- 3.4.1. Each Director has one vote.

3.5. Quorum

- 3.5.1. Business of the Board of Directors shall only be conducted with a quorum of one-half (1/2) of the duly appointed members of the Board of Directors.

4. Executive Committee

4.1. Purpose

- 4.1.1. To make decisions about Society Activities.
- 4.1.2. To make joint decisions about Corporate Activities in conjunction with the Board of Directors.
- 4.1.3. To ensure the proper operation of PGSS activities under its purview.

4.2. Purview restrictions

- 4.2.1. No purview over Business Activities.

4.3. Composition

- 4.3.1. Officers.
- 4.3.2. The Executive Committee shall be chaired by the Secretary-General, or in the absence of the Secretary-General, a Vice-chair appointed by the Executive Committee. In the absence of the Chair or Vice-chair, the Executive Committee may appoint a member of the Executive Committee to serve as interim chair.

4.4. Voting rights

- 4.4.1. Each Officer has one vote.

4.5. Quorum

- 4.5.1. Business of the Executive Committee shall only be conducted with a quorum of one-half (1/2) of the duly appointed members of the Executive Committee.

5. Judicial Board

5.1. Jurisdiction of the Judicial Board

- 5.1.1. Delivers decisions about appeals made by the members regarding decisions of the PGSS or its Officers following procedures specified in the Society Activities Manual.

5.2. Purview restrictions

- 5.2.1. Decisions made by the Board of Directors, Council, Executive Committee, General Meeting, or via referendum may not be appealed to the Judicial Board.

- 5.3. Composition
 - 5.3.1. One (1) judge, nominated by the Graduate Law Students' Association, one (1) judge, nominated by Council and one (1) judge selected from the membership at large. All judges are appointed by the Appointments Board and ratified at Council.
 - 5.3.2. The Judicial Board shall be presided over by a Chief Justice selected by the judges of the Judicial Board.
- 5.4. Voting
 - 5.4.1. Each judge has one vote.
- 5.5. Applicable rules of procedure
 - 5.5.1. The Judicial Board will govern its activities and the content of its decisions according to predetermined Rules of Procedure as agreed by all of the judges of the Judicial Board. These rules of procedure must follow recognized rules of procedural fairness.
 - 5.5.2. Deliberations of the Judicial Board shall only be conducted with a quorum of two thirds (2/3) of the duly appointed judges.
 - 5.5.3. The Chief Justice can appoint associate judges to aid in the solution of a particular controversy if one or more judges of the Judicial Board are temporarily incapable of discharging the duties of the office of Judge of the Judicial Board. Appointments made under this article are subject to revision by the Appointments Board.
 - 5.5.4. The Chief Justice shall convene the Judicial Board within five (5) working days after the reception of (i) a notice of appeal, (ii) the document of appeal made by the appellant, and (iii) all relevant supporting documents. The Chief Justice will determine the completeness of the file and if any additional supporting documents are required.
- 6. Appointments Board
 - 6.1. Purpose
 - 6.1.1. To appoint regular members to positions within its purview following procedures specified in the governing documents.
 - 6.2. Purview restrictions
 - 6.2.1. May not make decisions about election candidates, appointments to Council, Officers, or appointees to external organizations other than University bodies.
 - 6.3. Composition
 - 6.3.1. Six (6) members of Council from at least four (4) different faculties, as well as two (2) members of the Executive Committee, as set out in the Society Affairs Manual.
 - 6.3.2. The Executive member shall act as chair. In the absence of the Executive member, or in the absence of a chair, the Appointments Board may appoint a member of the Appointments Board to serve as interim chair.
 - 6.3.3. Members of the Appointment Board are selected by lottery from amongst interested members of Council who have put their name forward. The lottery shall be conducted at a Council meeting, in full view of the Council, following procedures specified in the Society Activities Manual.
 - 6.4. Voting rights
 - 6.4.1. Each member has one vote.

- 6.5. Quorum
 - 6.5.1. Business of the Appointments Board shall only be conducted with a quorum of one-half (1/2) of the duly appointed members of the Appointments Board.
- 7. General Meeting
 - 7.1. Purpose
 - 7.1.1. As defined by law.
 - 7.2. Purview restrictions
 - 7.2.1. May only do that which is explicitly laid out in these Bylaws or guaranteed by law.
 - 7.3. Composition
 - 7.3.1. Regular members.
 - 7.3.2. General meetings shall be chaired by a Speaker appointed by the Appointments Board following procedures set out in the Society Activities Manual. In the absence of a chair, the General Meeting may appoint a regular member to serve as interim chair.
 - 7.4. Voting
 - 7.4.1. Each regular member has one vote.
 - 7.5. Quorum
 - 7.5.1. Business of the General Meeting shall only be conducted with a quorum of one (1) percent of regular members.
 - 7.6. Agenda
 - 7.6.1. Motions requiring the specific approval of the General Meeting shall be placed higher up on the agenda than any other motion.

Section 7: Meetings of Governing Bodies

- 1. Regular Meetings
 - 1.1. Council shall meet regularly, at least nine (9) times in the calendar year.
 - 1.2. Two General Meetings shall be held, one in the fall semester and one Annual General Meeting in the winter semester, ideally at the time typically reserved for PGSS' regularly scheduled Council meetings.
 - 1.3. The Board of Directors shall meet regularly, at least eight (8) times in the calendar year.
 - 1.4. The Executive Committee shall meet regularly, at least once per month.
 - 1.5. The Judicial Board shall meet within three (3) working days of notice of appeal being delivered, in writing, to one of the Officer or Director members of the Judicial Board. In the event that a meeting the Judicial Board does not meet quorum, another meeting shall be held within three (3) working days. The notice requirement for a meeting of the Judicial Board shall be twenty-four (24) hours.
 - 1.6. Committees of Council shall meet regularly, as defined in governing documents.
- 2. Special Meetings
 - 2.1. A Special Meeting may only deal with the business presented in the call for the Special Meeting, or as indicated on the petition or resolution that called the Special Meeting.
 - 2.2. A Special Meeting of Council may be called by the Secretary-General, the Executive Committee, Council, or by a governing body petition of members of Council.
 - 2.3. A Special General Meeting may be called by the Secretary-General, the Board of Directors, or by a regular member petition.

- 2.4. A Special Meeting of the Board of Directors may be called by the Secretary-General, the Board of Directors, or by a governing body petition of members of the Board of Directors.
- 2.5. A Special Meeting of the Executive Committee may be called by the Secretary-General, the Executive Committee, or by a governing body petition of members of the Executive Committee.
- 2.6. No other governing body shall have special meetings.
3. Rules of Order
 - 3.1. Meetings of governing bodies shall proceed according to rules of parliamentary procedure, as set out in governing documents.
 - 3.2. In the case of a tie vote, the status quo shall prevail.
 - 3.3. Voting by proxy shall not be permitted.
 - 3.4. The Executive Committee, Board of Directors, Appointments Board, Judicial Board, and Committees of Council, may conduct business by electronic means, in the manner set out in governing documents.
4. Notice
 - 4.1. Notice for a Council or General Meeting shall be given to the members at least two (2) calendar weeks before the date of the meeting.
 - 4.2. Notice for meetings of all governing bodies other than Council and General Meetings shall be distributed to members of the governing body at least one (1) week before the date of the meeting.
 - 4.3. Notice for any meeting must include at least the following:
 - 4.3.1. A request for the submission of motions to be considered.
 - 4.3.2. The room and building in which the meeting is to be held.
 - 4.3.3. The time at which the meeting is to be called to order.
 - 4.4. Notwithstanding Bylaws 7.4.1 and 7.4.2, Special Meetings may be called and the agenda may be distributed with three (3) working days' notice.
5. Agenda
 - 5.1. The agenda for a Council or General Meeting shall be distributed to the members of the governing body at least five (5) calendar days prior to the meeting unless the members of the governing body unanimously consent to waive this requirement.
 - 5.2. The agenda for all governing body meetings other than Council and General Meetings shall be distributed to members of the governing body at least two (2) days before the meeting.
 - 5.3. The agenda for the meeting of a governing body must include at least the following items:
 - 5.3.1. The room and building in which the meeting is to be held.
 - 5.3.2. The time at which the meeting is to be called to order.
 - 5.3.3. All duly submitted motions to be considered.
6. Speaking Privileges and Guests
 - 6.1. The members of a governing body shall have speaking privileges.
 - 6.2. Any governing body may, by special resolution, extend speaking privileges to any guest(s) in attendance.
7. Attendance Restrictions
 - 7.1. Subject to space limitations, any regular member may attend the non-confidential portion of the meeting of any governing body.
 - 7.2. Representatives of campus media outlets may attend the non-confidential portion of the meeting of any governing body.

- 7.3. Representatives of non-campus media outlets, upon prior permission granted by the Executive Committee, may attend the non-confidential portion of the meetings of Council or General Meetings.
- 8. Records
 - 8.1. Minutes shall be recorded for all meetings of governing bodies.
 - 8.2. Minutes shall contain the following information:
 - 8.2.1. date of meeting.
 - 8.2.2. start and end time of meeting.
 - 8.2.3. location.
 - 8.2.4. attendance.
 - 8.2.5. exact wording of decisions taken.
 - 8.2.6. titles of discussions that ensued.
 - 8.2.7. the vote tally for special resolutions.
 - 8.2.8. the number of voting members present at the time of the vote for special resolutions.
 - 8.3. Written verbatim minutes of a meeting or portions of a meeting of a governing body may only be produced upon special resolution of the governing body during the course of the meeting for which the minutes are to be produced. Such minutes, when publicized, must be accompanied by an audio recording of the meeting or meeting portions for which the verbatim minutes were produced. These minutes and recordings shall be released no sooner than three (3) business days after the end of the meeting.
 - 8.4. All non-confidential meeting minutes of governing bodies shall be made available, upon request, to regular members.
 - 8.5. Audio recordings of Council and General Meetings shall be made. Such recordings shall be retained according to procedures set out in governing documents and made available to regular members upon request, but no sooner than three (3) business days after the end of the meeting.

Section 8: Officers and Directors

- 1. Officer Positions Consist of:
 - 1.1. Secretary-General.
 - 1.2. Finance Officer.
 - 1.3. Four (4) other Officers as defined in the Society Activities Manual.
- 2. Director Positions Consist of:
 - 2.1. Two (2) External Directors.
 - 2.2. Two (2) Internal Directors.
 - 2.3. Council Director.
 - 2.4. Secretary-General.
 - 2.5. Finance Officer.
 - 2.6.
- 3. Eligibility
 - 3.1. A person must be a regular member in order to engage in the process which results in appointment to a titled position, with the exception of persons in an External Director position.
 - 3.2. A person must be a regular member in order to occupy a titled position, with the exception of persons in an External Director position.
 - 3.3. With the exception of External Directors, any holder of a titled position is considered to have tendered his or her resignation immediately upon losing regular member status.
 - 3.4. The Council Director must be a member of Council.

- 3.5. No individual may simultaneously hold more than one titled position, unless required to do so by these Bylaws.
4. Appointment
 - 4.1. Officers are appointed by general election.
 - 4.2. Internal, External, and Council Directors are appointed by special resolution of the Appointments Board, subject to ratification by the Board of Directors. A Director so appointed assumes office immediately after ratification by the Board of Directors; however, such appointment must be ratified at the next General Meeting, failing which the Director is removed.
 - 4.3. In the case that an Officer position becomes or remains vacant, a by-election, held in conformity with these Bylaws and with the Society Activities Manual, shall be held within thirty (30) days.
5. Removal and Censure
 - 5.1. To be placed on the agenda of a meeting of a governing body, a motion of censure or removal must be supported in writing by:
 - 5.1.1 A motion of another governing body or
 - 5.1.2 The signature of a number of members of that governing body equivalent to at least one-fourth the quorum of the body.
 - 5.2. Officers who are required to serve as Directors may be removed by special resolution of the Board of Directors. This removal shall hold unless overturned by special resolution of the Council at a meeting held within five (5) weeks of the vote of the Board of Directors.
 - 5.3. A Director who is neither an Officer nor the Council Director may be removed by special resolution of the Board of Directors.
 - 5.4. Any decision of the Appointments Board, excluding appointments to the Board of Directors and Committees of Council, may be overturned by special resolution of the Executive Committee.
 - 5.5. A Councillor may be removed by procedures specified by the Councillor's PGSA, or by special resolution of Council. A removal decision made by a PGSA is subject to appeal to the Judicial Board.
 - 5.6. The Council Director shall be immediately removed upon ceasing to be a member of Council. The Council Director may be removed by special resolution of Council.
 - 5.7. Any individual in a titled position may be removed by special resolution at a General Meeting.
 - 5.8. A motion to remove a person from any position within the PGSS must be framed as follows: "BIRT X be removed from the position of Y," wherein X is the name of the person, and Y is the name of the position.
 - 5.9. A motion to reinstate a person who has been removed from a position within the PGSS must be framed as follows: "BIRT X be reinstated to the position of Y," wherein X is the name of the person, and Y is the name of the position.
 - 5.10. Upon missing three (3) consecutive meetings of a governing body of which a holder of a titled position is a member, the holder of the titled position may be removed from his or her position through procedures set out in governing documents.
6. Terms
 - 6.1. An Officer may be appointed at any time, but is automatically removed at the close of the financial year.
 - 6.2. An Officer elected in the annual general election takes office on the first day of the following financial year.

- 6.3. An Officer elected in a by-election takes office immediately following the announcement of the election results.
- 6.4. A Director who is not an Officer may be appointed at any time.
- 6.5. A Councillor may be appointed at any time but is automatically removed one (1) calendar year from the date of appointment.
- 6.6. Internal Directors and the Council Director are subject to a two (2) year term limit. This term is renewable via the appointment process.
- 7. Remuneration
 - 7.1. Each Officer shall receive an honorarium equivalent to twelve (12) hours per week at a rate of pay equal to that of McGill graduate student teaching assistants for a forty eight (48) week work year. In addition, each Officer shall receive a monthly allowance for telecommunications as set by motion of the Executive Committee. Remuneration shall be distributed in equal payments made every two (2) weeks.
 - 7.2. Directors who are not Officers shall receive no remuneration.
 - 7.3. Councillors shall receive no remuneration from the PGSS.
 - 7.4. Individuals in titled positions may not concurrently be employees of the PGSS.

Section 9: Financial, Contractual, and Legal

- 1. The financial year of the PGSS shall be from the first (1st) of June until the thirty-first (31st) of May of the following year.
- 2. The PGSS shall operate a separate bank account for each of its funds requiring the signatures of two signing authorities for all debits.
- 3. The PGSS shall employ fund based accounting and generally accepted accounting principles.
- 4. The signing authorities of the PGSS shall be as follows:
 - 4.1. Finance Officer.
 - 4.2. An Officer appointed by special resolution of the Executive Committee and ratified by Board of Directors.
 - 4.3. Two management employees, appointed by the Board of Directors. Either may be signatory to Shared Activities. One will have exclusive purview over Business Activities, and other shall have exclusive purview over Society Activities.
- 5. The PGSS shall maintain a conflict of interest policy for those who are in titled positions, management, and employees.
- 6. The PGSS may not make any disbursement in a given financial year in the absence of an approved budget for the financial year. The Council must approve the budget for Society Activities and the Board of Directors must approve the budget for Business Activities. Both the Council and the Board of Directors must approve the budget for Shared Activities.
- 7. The Financial Affairs Officer shall provide the Council, Executive Committee, and Board of Directors with a quarterly budget update within two (2) weeks of the close of each quarter.
- 8. Each credit instrument used by the PGSS must be approved by special resolution of the Board of Directors.
- 9. The PGSS may not make any form of loan and may not take any form of loan without a special resolution of the Board of Directors.
- 10. Any transaction in excess of \$10,000 requires a duly approved contract setting the terms of said transaction, or a special resolution of the Board of Directors.
- 11. The PGSS shall submit to an annual audit. Auditors shall be approved by the Board of Directors and at the Annual General Meeting in accordance with the Quebec

- Companies Act. Audited financial statements shall be presented to the Board of Directors for approval within one (1) month of the completion of the audit. Upon approval by the Board of Directors, the audited financial statements shall be made public.
12. Any contract not related exclusively to Business Activities may be entered into only by special resolution of the Executive Committee, ratified by special resolution of the Board of Directors.
 13. Unless otherwise specified in the contract itself, contracts may only be terminated by special resolution of the Board of Directors. Notwithstanding the foregoing, contracts entered into by special resolution of the Executive Committee may be terminated by special resolution of the Executive Committee, ratified by special resolution of the Board of Directors.
 14. Any contract entered into by the PGSS must explicitly declare the primacy of Quebec law and jurisdiction over all matters related to the contract.
 15. Every contract must be signed on behalf of the PGSS by at least two signing authorities. One shall be an Officer and the other a PGSS Employee. A contract may not be signed by any person who is not a signing authority.
 16. No legal action, with the exception of defence of the PGSS, may be initiated without consultation with the Chief Justice and a special resolution of the Board of Directors.
 17. No legal action in which the PGSS is already engaged may be terminated without consultation with the Chief Justice and a special resolution of the Board of Directors.

Section 10: Petitions, Elections, and Referenda

1. Petition
 - 1.1. For a petition to be in order it must satisfy the following:
 - 1.1.1. Be delivered to the head office of the PGSS.
 - 1.1.2. Specify a single contact person including full name, email address, and telephone number with whom a representative of the PGSS may communicate regarding the petition's status.
 - 1.1.3. Specify the date at which the petition and the signatures therein take effect.
 - 1.1.4. Exclusively mandate the invocation of a specific procedure defined in these Bylaws which explicitly provides for its invocation via petition. If a petition mandates something which is not expressly designated in these Bylaws as invokable via petition, then the PGSS shall not be required to take any action in response to the petition.
 - 1.2. The Chief Returning Officer shall be responsible for validating petition signatures and judging whether a petition is valid.
2. Governing Body Petition
 - 2.1. A governing body petition must bear the signatures of two-thirds (2/3) of the members of the governing body which it affects.
3. Regular Member Petition
 - 3.1. A regular member petition must bear the signatures of the lesser of seven (7) percent of the regular membership, or 525 regular members.
4. Elections and Referenda
 - 4.1. Procedures
 - 4.1.1. A general election period for the purpose of electing Officers, and a referendum period for the purpose of putting questions to the regular membership, shall take place in the winter semester of each year.

- 4.1.2. At least two (2) weeks' notice shall be given to regular members prior to any general election or referendum period. In the case that the Society Activities Manual requires a longer notice period, the latter shall apply.
- 4.2 Referendum questions
 - 4.2.1 Referendum questions may be set by special resolution of the Council, with ratification by the Board of Directors. Referendum questions that are of a purely consultative nature need not be ratified by the Board of Directors.
 - 4.2.2 Referendum questions may be set by regular member petition.
 - 4.2.3 A special referendum period may be called by special resolution of Council, or by regular member petition. The motion or petition question must specify the question to be posed, the campaign and voting period, all in conformity with the governing documents. In the case of a special referendum called by Council, the question must be ratified by the Board of Directors.
 - 4.2.4 Questions may be put to the membership in the form of a referendum, as required or permitted by these Bylaws, or by special resolution of Council.
 - 4.2.5 Referendum questions may be consultative or binding.
 - a. Consultative referendum questions shall not bind the PGSS, but may be used to aid the PGSS in acting in a manner consistent with the will of its members.
 - b. Binding referendum questions may only modify or levy fees, or change these Bylaws, as set out in these Bylaws.
 - 4.2.6 Referendum questions that violate governing documents, or the law, are deemed out of order, and invalidated according to procedures set out in governing documents.
- 4.3 Voting
 - 4.3.1 General elections and referenda shall be conducted by preferential balloting, as specified in the Society Activities Manual.
 - 4.3.2 Election and referendum results shall be made public the sooner of two (2) hours following the close of the election or referendum period, or after all candidates or referendum campaign chairs have been notified of the results.
 - 4.3.3 Any appeal of election or referendum results must be made within seven (7) days following the close of the election or referendum period.
 - 4.3.4 Elections and referenda shall take place by electronic balloting, using a third-party managed system as approved by Council and the Board of Directors.
 - 4.3.5 Exceptionally, an election or referendum may take place by paper ballot, occurring at staffed polling stations. Such an election may only take place following a special resolution of Council.
 - 4.3.6 The voting period for an election or referendum must be at least five (5) consecutive weekdays, which may not include a statutory holiday.
 - 4.3.7 There shall be no quorum for elections.
 - 4.3.8 The quorum for a referendum, shall be five (5) percent of the membership.

- 4.3.9 Should a referendum not meet quorum, then the result shall be nullified, and results shall not be made public.
- 4.3.10 In the case of either electronic or paper balloting, ballots must be secret, and protected by security measures adequate to ensure the privacy and fidelity of the voting system.
- 4.3.11 Mail-in paper balloting shall not be permitted.
- 4.3.12 Proxy voting shall not be permitted.
- 4.3.13 Votes must be voluntarily cast; it shall not be permitted to intimidate, coerce, or otherwise force a regular member to cast a vote.

Section 11: Representation

- 1. The opinion, position or official stance of the PGSS may only be stated as something decided by resolution of the Council, Executive Committee or Board of Directors, or written explicitly in a governing document in effect at the time of the statement.
- 2. Only those persons occupying a titled position may express the opinion, position or official stance of the PGSS.
- 3. A person in a titled position may only represent those opinions, positions or official stance of the PGSS which have arisen through the authority of a governing body of which the titled position is a member.
- 4. A person in a titled position is not precluded from stating a personal opinion, position or stance from the office of a titled position so long as it is made explicitly clear that the statement is not the official statement of the PGSS but that of the individual.

Section 12: Language

- 1. The PGSS shall maintain a language policy specifying additional language-related rights and procedures beyond those set out in these Bylaws.
- 2. Members have the right to engage in English or in French with the Society through Society governing documents, its General Meetings and its electoral process. Specifically:
 - 2.1. All governing documents of the PGSS, with the exception of contracts, shall be made available in English and French. In the case of a conflict on interpretation, the language of original drafting shall prevail. In the case of bilingually drafted document, the English version shall prevail.
 - 2.2. The notice, agenda, any annual report from the Executive committee or Board of Directors, and minutes of General Meetings shall be made available to members at the same time in English and in French.
 - 2.3. Members have the right to submit motions in English or in French to the General Meeting.
 - 2.4. Members have the right to speak in English or in French at the General Meeting.
 - 2.5. PGSS shall, to the best of its ability, provide interpretation to its members at General Meetings.
 - 2.6. All official notices related to elections shall be made available to members in English and in French.
 - 2.7. Members have the right to engage in English or in French in all stages of the election process.
- 3. Board of Directors
 - 3.1. The minutes of the meetings of the PGSS Board of Directors shall be made available in English and in French.
 - 3.2. Members shall have the right to engage in English or in French in the process that leads to appointment as a Director of the PGSS Board of Directors.

Section 13: Records

1. The PGSS shall make public only those records approved for publication by the governing body for which the record was generated.
2. The PGSS shall not share any personal information about its members with any third-party without the explicit, written consent of that member, subject to legal requirements. Records may be shared with third-parties that, under contract with the PGSS, provide services to members. The information shared must be governed by a confidentiality contract, and only such information as is required to provide the service may be shared with the third-party. At all times, the PGSS shall respect *An Act Respecting the Protection of Personal Information in the Private Sector*.

Section 14: Restrictions on Activities

1. Directors shall be responsible for ensuring compliance with these Bylaws.
2. The PGSS may neither take out, nor maintain, membership in any organization which does not allow the PGSS to determine said membership exclusively via processes set out in these Bylaws.
3. PGSS membership in any organization shall require a contract that specifies the following:
 - 3.1. A procedure by which the PGSS may terminate its membership.
 - 3.2. The manner in which fees are collected.
 - 3.3. The stipulation that PGSS Bylaws take precedence in governing the relationship with the organization.
 - 3.4. The stipulation that the contract fall within the jurisdiction of Quebec law.
4. The PGSS may not engage in any activity or process which might jeopardize or alter its status as a corporation registered pursuant to Part III of the Quebec Companies Act, particularly its status as a not-for-profit corporation.

Section 15: Indemnification

1. The PGSS shall save harmless any person who has occupied a titled position and that in so doing, did not violate rules set out in PGSS governing documents in effect at the time that person occupied the position.
2. The PGSS reserves the right, by special resolution of the Board of Directors, to pursue legal action against any person currently or formerly in a titled position, who is believed to have caused the PGSS or any of its members damage as a result of having violated rules set out in PGSS governing documents in effect at the time that person occupied a titled position.
3. Audited financial statements shall be approved prior to the indemnification of Directors.

Section 16: Amendment

1. Amendments to these Bylaws must be approved by:
 - 1.1. Special resolution of the Council or of the Board of Directors. Whichever body approves the amendment must then forward it to the other body for ratification by special resolution. The Bylaw amendment shall only come into force through one of the following means:
 - 1.1.1. upon ratification by special resolution at a General Meeting.
 - 1.1.2. special resolution voted on by referendum of the regular membership.

Section 17: Dissolution

1. Upon dissolution of the PGSS following the procedures specified by law, the assets of the PGSS shall be disbursed in accordance with the letters patent and the law.

**THE POST-GRADUATE STUDENTS' SOCIETY OF MCGILL UNIVERSITY INC./
L'ASSOCIATION DES ÉTUDIANTS POST-GRADUÉS DE L'UNIVERSITÉ
MCGILL INC.**

**Financial Statements
May 31, 2014**

**THE POST-GRADUATE STUDENTS' SOCIETY OF MCGILL UNIVERSITY INC.
L'ASSOCIATION DES ÉTUDIANTS POST-GRADUÉS DE L'UNIVERSITÉ
MCGILL INC.**

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Frank Santillo CPA Inc.

société de comptable professionnel agréé • chartered professional accountant corporation

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Independent auditor's report

To The Post-Graduate Students' Society of McGill University Inc./
L'Association des étudiants post-gradués de l'Université McGill Inc.

I have audited the accompanying financial statements of The Post-Graduate Students' Society of McGill University / L'Association des étudiants post-gradués de l'Université McGill Inc., which comprise the statement of financial position as at May 31, 2014, and the statements of operations, changes in net assets and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Basis for qualified opinion

My examination of membership fees, which because of its nature is not susceptible of satisfactory audit verification, was confined principally to test comparisons of recorded receipts against bank deposits. Accordingly, my verification of these revenues was limited to the amounts recorded in the records of the Society and I was not able to determine whether any adjustments might be necessary to revenue, excess of revenues over expenses, assets and net assets.

Qualified Opinion

In my opinion, except for the effects of adjustments, if any, which I might have determined to be necessary had I been able to satisfy myself concerning the completeness of the revenues referred to in the preceding paragraph, the financial statements present fairly, in all material respects, the financial position of The Post-Graduate Students' Society of McGill University Inc. / L'Association des étudiants post-gradués de l'Université McGill Inc. as at May 31, 2014, and the results of its operations and its cash flows for the year then ended, in accordance with Canadian accounting standards for non-for-profit organizations.

Frank Santillo CPA auditor, CA

Frank Santillo CPA auditor, CA
August 14, 2014


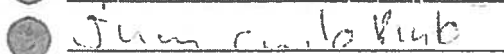
The statement of financial position as at May 31, 2013 and the statements of operations, changes in net assets and cash flows for the year then ended were audited by another auditor who issued an unqualified opinion on October 30, 2013.

THE POST-GRADUATE STUDENTS' SOCIETY OF MCGILL UNIVERSITY INC.
L'ASSOCIATION DES ÉTUDIANTS POST-GRADUÉS DE L'UNIVERSITÉ
McGILL INC.

Statement of financial position
as at May 31, 2014

	2014	2013
	\$	\$
Assets		
Current assets		
Cash (Note 8)	755,663	894,028
Short-term investments (Note 8)	820,731	587,966
Prepaid expenses	-	19,501
Accounts and sundry receivable	76,130	78,292
Due from McGill	22,271	10,051
Inventory	15,193	20,682
	1,689,988	1,610,520
Service agreement deposits (Note 4)	34,192	45,590
Capital assets (Note 5)	144,611	178,074
Art collection	5,750	5,750
	1,874,541	1,839,934
Liabilities		
Current liabilities		
Accounts payable and accrued liabilities	662,760	633,198
Net assets		
Unrestricted (operating fund)	238,296	351,536
Invested in capital assets and art collection	150,361	183,824
Externally-restricted funds (Note 7)	823,124	671,376
	1,211,781	1,206,736
Contingencies (Note 10)		
	1,874,541	1,839,934

Signed on behalf of the Executive Committee

 Director
 Director

**THE POST-GRADUATE STUDENTS' SOCIETY OF MCGILL UNIVERSITY INC.
L'ASSOCIATION DES ÉTUDIANTS POST-GRADUÉS DE L'UNIVERSITÉ
MCGILL INC.**

Statement of operations

for the year ended May 31, 2014

	Unrestricted fund		Restricted funds		Total	
	2014	2013	2014	2013	2014	2013
	\$	\$	\$	\$	\$	\$
Revenue						
Fees	483,465	502,359	2,652,333	2,596,395	3,135,798	3,098,754
Services	152,989	109,583	-	-	152,989	109,583
Sales	1,146,321	1,000,095	-	-	1,146,321	1,000,095
Investments	5,350	17,513	19,837	4,412	25,187	21,925
Other	75,508	67,599	-	-	75,508	67,599
	1,863,633	1,697,149	2,672,170	2,600,807	4,535,803	4,297,956
Expenses						
Cost of goods sold	424,302	365,645	-	-	424,302	365,645
Stipends	110,346	96,805	-	-	110,346	96,805
Executive and committee activities	10,909	9,605	-	-	10,909	9,605
Advocacy and outreach	10,479	13,753	41,793	41,250	52,272	55,003
Governance	17,942	15,956	-	-	17,942	15,956
Services	165,676	107,995	19,721	33,262	185,397	141,257
Salaries and benefits	676,909	644,965	15,832	12,967	692,741	657,932
Contractual obligations	4,080	4,040	2,386,637	2,323,850	2,390,717	2,327,890
Operational costs	50,293	21,608	-	-	50,293	21,608
Operational consumables	6,898	10,700	-	-	6,898	10,700
Corporate management	36,808	37,949	7,469	2,036	44,277	39,985
Administrative	319,396	302,403	5,129	2,618	324,525	305,021
Special project	-	(150)	195,539	95,181	195,539	95,031
Amortization	49,169	58,761	-	-	49,169	58,761
Amortization service agreement	11,398	11,398	-	-	11,398	11,398
	1,894,605	1,701,433	2,672,120	2,511,164	4,566,725	4,212,597
Excess of revenue over expenses for the year (expenses over revenue)	(30,972)	(4,284)	50	89,643	(30,922)	85,359

**THE POST-GRADUATE STUDENTS' SOCIETY OF MCGILL UNIVERSITY INC.
L'ASSOCIATION DES ÉTUDIANTS POST-GRADUÉS DE L'UNIVERSITÉ
MCGILL INC.**

**Statement of changes in net assets
for the year ended May 31, 2014**

	<u>Operating fund</u>		<u>Restricted funds</u>	
	<u>Unrestricted</u>	<u>Invested in capital assets and art collection</u>	<u>Externally restricted</u>	<u>Total</u>
	\$	\$	\$	\$
Balance as at May 31, 2013	351,536	183,824	671,376	1,206,736
Prior period adjustments (note 11)	-	(16,857)	-	(16,857)
	604	-	52,220	52,824
Restated balance as at May 31, 2013	352,140	166,967	723,596	1,242,703
Excess of revenue over expenses (expenses over revenue)	18,197	(49,169)	50	(30,922)
Transfer to special projects fund	(118,977)	-	118,977	-
Transfer for acquisition of capital assets	(13,064)	32,563	(19,499)	-
Balance as at May 31, 2014	238,296	150,361	823,124	1,211,781

**THE POST-GRADUATE STUDENTS' SOCIETY OF MCGILL UNIVERSITY INC.
L'ASSOCIATION DES ÉTUDIANTS POST-GRADUÉS DE L'UNIVERSITÉ
MCGILL INC.**

**Statement of cash flows
for the year ended May 31, 2014**

	2014	2013
	\$	\$
Operating activities		
Excess of revenue over expenses (expenses over revenue)	(30,922)	85,359
Adjustments for:		
Amortization	49,169	58,761
Amortization of service agreement	11,398	11,398
Prior period adjustments	52,824	-
	82,469	155,518
Changes in non-cash working capital balances		
Prepaid expenses	19,501	(14,221)
Accounts and sundry receivable and due from McGill	(10,058)	(24,490)
Inventory	5,489	(4,995)
Accounts payable and accrued liabilities	29,562	(76,172)
	44,494	(119,878)
	126,963	35,640
Investing activities		
Acquisition of capital assets	(32,563)	(24,576)
Addition to service agreement	-	(7,000)
Short-term investments	(232,765)	218,683
	(265,328)	187,107
Net increase (decrease) in cash	(138,365)	222,747
Cash, beginning of year	894,028	671,281
Cash, end of year	755,663	894,028

**THE POST-GRADUATE STUDENTS' SOCIETY OF MCGILL UNIVERSITY INC.
L'ASSOCIATION DES ÉTUDIANTS POST-GRADUÉS DE L'UNIVERSITÉ
MCGILL INC.**

**Notes to the financial statements
May 31, 2014**

1. Organization

The Post-Graduate Students' Society of McGill University Inc. / L' Association des étudiants post-gradués de l'Université McGill Inc. (the "Society" or "PGSS") is a democratic, non-profit corporation having its head office in the City of Montreal and is incorporated under Part III of the Companies Act (Quebec) as a not-for-profit organization. The purpose of the Society is to establish, maintain and conduct a social club for the convenience of its members and their guests to promote friendship and unity among its members and to promote the educational and cultural interests of its members.

The Society receives the use of premises, referred to as Thomson House, from McGill University Inc. ("McGill"), for a nominal consideration (note 9).

2. Significant accounting policies

The Society follows Canadian accounting standards for not-for-profit organizations. The significant accounting policies are as follows:

Revenue recognition

The Society follows the restricted fund method of accounting for contributions. The revenue, expenditures and capital of the Society are maintained in accordance with the principles of fund accounting and are classified into funds in accordance with activities or objectives specified. Income from the Society's various activities is recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

Financial instruments

Financial assets and financial liabilities are initially recognized at fair value when the Society becomes a party to the contractual provisions of the financial instrument. Subsequently, all financial instruments are measured at amortized cost except for the investments, which are recorded at fair value at the statement of financial position date. Fair value of the investments is based on closing prices. Gains and losses on the sale of the investments are calculated at average cost on the trade date. Change in unrealized appreciation/depreciation on the investments represents the change in fair value of the investments between the current year and the prior year.

**THE POST-GRADUATE STUDENTS' SOCIETY OF MCGILL UNIVERSITY INC.
L'ASSOCIATION DES ÉTUDIANTS POST-GRADUÉS DE L'UNIVERSITÉ
MCGILL INC.**

Notes to the financial statements

May 31, 2014

2. Significant accounting policies (continued)

Transaction costs related to financial instruments measured at fair value are expensed as incurred. Transaction costs related to the other financial instruments are added to the carrying value of the asset or netted against the carrying value of the liability and are then recognized over the expected life of the instrument using the straight-line method. Any premium or discount related to an instrument measured at amortized cost is amortized over the expected life of the item using the straight-line method and recognized in net income or net loss as interest income or expense.

With respect to financial assets measured at cost or amortized cost, the Society recognizes in net earnings or net loss an impairment loss, if any, when it determines that a significant adverse change has occurred during the period in the expected timing or amount of future cash flows. When the extent of impairment of a previously written-down asset decreases and the decrease can be related to an event occurring after the impairment was recognized, the previously recognized impairment loss shall be reversed in net earnings in the period the reversal occurs.

Inventory

Inventory is valued at the lower of cost and net realizable value. Cost is determined on a specific identification basis. Net realizable value is the estimated selling price less the estimated cost necessary to make the sale.

Capital assets

Contributed capital assets are recorded at fair value at the date of contribution. Purchased capital assets are recorded at cost and are amortized over their estimated useful life on a declining-balance basis as follows:

Computers and software	30%
Website - database	30%
Furniture, fixtures and equipment	20%
Leasehold improvements	20%
Block assets	50%

**THE POST-GRADUATE STUDENTS' SOCIETY OF MCGILL UNIVERSITY INC.
L'ASSOCIATION DES ÉTUDIANTS POST-GRADUÉS DE L'UNIVERSITÉ
McGILL INC.**

**Notes to the financial statements
May 31, 2014**

2. Significant accounting policies (continued)

Use of estimates

The preparation of financial statements in conformity with Canadian accounting standards for-not-for profit organizations require management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the the reported amounts of revenues and expenses during the reporting period. Key components of the financial statements requiring management to make estimates include the useful lives of long-lived assets, inventory obsolescence and the fair value of investments. Actual results could differ from those estimates.

3. PGSS Retirement Savings Plan

Employee future benefits

The Society sponsors a defined contribution pension plan covering some of its employees. The Society contributes up to 6% of employees' salaries. Pension expense incurred during the year was \$15,832 (\$12,967 in 2013).

4. Service agreement deposits

The Society signed a five-year service level agreement in fiscal year 2012 for the ongoing support services of the data management system and website. The deposit will be expensed over the life of the agreement.

5. Capital assets

	May 31, 2014		May 31, 2013
	Cost	Accumulated amortization	Net book value
	\$	\$	\$
Computers and software	22,493	12,781	9,712
Website-database	112,640	54,926	57,714
Furniture, fixtures and equipment	603,903	541,933	61,970
Leasehold improvements	521,634	507,720	13,914
Block assets	2,602	1,301	1,301
	1,263,272	1,118,661	144,611
			178,074

**THE POST-GRADUATE STUDENTS' SOCIETY OF MCGILL UNIVERSITY INC.
L'ASSOCIATION DES ÉTUDIANTS POST-GRADUÉS DE L'UNIVERSITÉ
McGILL INC.**

**Notes to the financial statements
May 31, 2014**

6. Credit facility

The Society has an available credit facility of \$200,000 (2013 - \$200,000), bearing interest at the bank's prime lending rate, plus 2.5% on amounts advanced. As at May 31, 2014, nil (2013 - nil) had been drawn on this demand loan. The bank has a \$315,000 (2013 - \$315,000) charge on the Society's movable property as security for the demand loan. The last written agreement is dated in 2013, and the loan facility is reviewed on an annual basis.

7. Externally-restricted funds

	2014	2013
	\$	\$
MCGSS Fund	-	14,608
Student Health and Dental Insurance Fund	111,376	71,076
Education Bursaries Fund	260,473	197,126
FEUQ Fund	-	571
Grants Program Fund	12,701	8,804
Library Improvement Fund	-	2,445
Thomas House Fund	59,243	13,722
Student Support Services Fund	191,075	179,951
Retirement Savings Fund	55,437	70,536
Graduate Student Fund	132,819	112,537
	823,124	671,376

The restricted funds consist primarily of the following:

- The Student Health and Dental Insurance Fund, the Student Support Services Fund, the Retirement Savings Fund and the Graduate Student Fund accounts for contributions received for specific purposes, as stipulated by the contributors.
- The Education Bursaries Fund accounts for the collection and disbursement of fees to support graduate and post-doctoral students in good academic standing who demonstrate financial need.
- The Library Improvement Fund accounts for the collection and disbursement of fees to improve library resources and facilities for graduate students.
- Thomson House Fund accounts for the collection and disbursement of student fees specifically designated for the basic maintenance of Thomson House.

**THE POST-GRADUATE STUDENTS' SOCIETY OF MCGILL UNIVERSITY INC.
L'ASSOCIATION DES ÉTUDIANTS POST-GRADUÉS DE L'UNIVERSITÉ
MCGILL INC.**

**Notes to the financial statements
May 31, 2014**

7. Externally-restricted funds (continued)

- Special project relates to various endeavours which among other things include disbursements for information technology, daycare subsidies, sustainability issues and litigation fees concerning the contingent liability referenced to in note 10.

8. Financial instruments

Credit risk

The Society does not have a significant exposure to credit risk as the majority of its revenue has been collected within the normal terms.

Interest rate risk

The Society manages its short-term investments based on its cash flow needs with a view to optimizing its interest income. The interest rate on the mutual fund investments is approximately 1.5% per annum (1% in 2013) at year-end.

Approximately \$746,296 of the cash balance is in a savings account earning interest at the rate of approximately 1% per annum at year-end.

9. Contractual obligations

The Society leases its premises under a lease expiring May 31, 2014. In addition, the Society has entered into an annual agreement to secure daycare services for a period of four years expiring in 2014. Future payments for lease operating costs and the securing of specific daycare services will aggregate to approximately \$34,000 and will include the following payments over the next year: \$34,000.

10. Contingencies

The Society is currently involved in litigation with the Canadian Federation of Students ("CFS"). The CFS is claiming that the Society remains a member of the CFS, and therefore will continue to owe membership fees for the future, and have filed a counter-claim for PGSS's outstanding membership fees for \$270,811. The Society is claiming that it ceased being a member of CFS effective April 1, 2010. Neither the possible outcome nor the amount of possible settlement can be foreseen. Therefore, no provision has been made in the financial statements. The membership fees for the current 12-month period ended May 31, 2014, have not been charged to the PGSS members nor remitted to CFS by the Society.

The Society is also involved in litigation where it is named a third party. No monetary claim is made by or against PGSS in that litigation.

**THE POST-GRADUATE STUDENTS' SOCIETY OF MCGILL UNIVERSITY INC.
L'ASSOCIATION DES ÉTUDIANTS POST-GRADUÉS DE L'UNIVERSITÉ
McGILL INC.**

**Notes to the financial statements
May 31, 2014**

11. Prior period adjustments

These adjustments relate to the transfer of leasehold improvements to repairs and maintenance for the years 2012 and 2013, amounting to \$25,039. This recategorization leads to a net increase in expenses of \$16,857. In addition, there was an adjustment resulting in a transfer of funds to the current bank account of \$604 and to the building trust account of \$52,220, for a net adjustment of \$52,824.

12. Allocations

I have relied on management's expertise, experience and good faith regarding the allocation of expense amounts to certain expense categories in circumstances where the allocations were not clear.

13. Comparatives

The 2013 financial statements have been reclassified, where applicable, to conform to the presentation used in the current year.

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
7/14/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER

H.W. HOLLINGER (CANADA) INC.
550 Sherbrooke Street West, #2070, Tour Ouest
Montreal, Quebec, H3A 1B9

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificated holder in lieu of such endorsement(s).

INSURED

**Post Graduate Student's Society of
McGill University Inc.**
3650, rue McTavish
Montréal, Québec
H3A 1Y2

INSURERS AFFORDING COVERAGE

INSURER A: Intact Assurance

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	151-8143	05/31/14	05/31/15	EACH OCCURRENCE	\$ 2,000,000.
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				TENANTS LEGAL LIABILITY	\$ 2,000,000.
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 50,000.
					PERSONAL & ADVERTISING INJURY LIABILITY	\$ 2,000,000.
					GENERAL LIMIT	N/A
					PRODUCTS - COMPLETED OPERATIONS	\$ 2,000,000.
					HAZARD - AGGREGATE	
A	GEN'L AGGREGATE LIMIT APPLIES PER	151-8143	05/31/14	05/31/15		
	<input checked="" type="checkbox"/> OCCURENCE					
A	AUTOMOBILE LIABILITY	151-8143	05/31/14	05/31/15	COMBINED SINGLE LIMIT (Each occurrence)	\$ 2,000,000.
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION					\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Not-for-profits Social Club for students

It is hereby understood and agreed that **The Royal Institution for the Advancement of Learning and McGill University** are added as Additional Insured but only with respect to the operations of the Named Insured.

CERTIFICATE HOLDER

McGill University
Risk Management & Insurance
688, rue Sherbrooke Ouest
Suite 1420
Montréal, Québec
H3A 3R1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER OR ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE - H.W. HOLLINGER (CANADA) INC.

Per: 



H. W. Hollinger (Canada) Inc.
CABINET EN ASSURANCE DE DOMMAGES – FIRM IN DAMAGE INSURANCE



550, RUE SHERBROOKE O., SUITE 2070, TOUR OUEST
MONTREAL, QUEBEC H3A 1B9

TELEPHONE (514) 842-8421
FAX (514) 842-9251
E-MAIL: info@hwhollinger.com

May 23, 2014

**Post Graduate Students' Society of
McGill University Inc.**
3650 McTavish
Montreal, Quebec
H3A 1Y2

Attention: Mr. Andre Pierzchala

Re: Commercial Insurance

Dear Mr. Pierzchala,

We are pleased to enclose herewith your policy document for coverages in force for the term May 31, 2014 – May 31, 2015.

On renewal the limit of insurance on Contents of Every Description has been indexed by your Insurers and has been increased from \$1,212,750. to \$1,273,388.

We request that you review carefully all the amounts and types of insurance to make certain that the limits of insurance and coverages you requested are accurately shown in this policy. Policy conditions, limitations and exclusions should be reviewed.

PLEASE SEE ATTACHED "NOTICE REGARDING CERTAIN POLICY EXCLUSIONS" WHICH LISTS CERTAIN EXCLUSIONS IN YOUR INSURANCE. PLEASE REVIEW THIS NOTICE AND ENSURE THAT YOU ARE THOROUGHLY FAMILIAR WITH THE CONTENTS THEREOF.

It is of great importance in the event of a loss under any of your policies, that records be available to establish the amount of the loss. To this end, we suggest that you consult your accountant who can best advise you in this regard.

If you have any questions, comments or amendments to effect, please do not hesitate to contact me. It would be my pleasure to meet with you at your convenience.

Yours truly,

Andrew Elvidge
Représentant – Account Executive
Courtier en assurance de dommages des entreprises
Commercial Lines Damage Insurance Broker

AE/mw

Encl.

E. & O. E.

The History of the United States

The history of the United States is a story of exploration, discovery, and the struggle for freedom. From the first European settlers to the present day, the nation has grown from a small colony to a global superpower. The story is filled with challenges, triumphs, and the ongoing pursuit of a better life for all.

The early years of the United States were marked by the struggle for independence from British rule. The American Revolution (1775-1783) was a pivotal moment in the nation's history, leading to the birth of a new country. The Constitution, drafted in 1787, established the framework for the federal government and the rights of the citizens.

The 19th century was a period of rapid expansion and growth. The westward movement, driven by the desire for land and opportunity, led to the discovery of gold in California and the settlement of the frontier. The Civil War (1861-1865) was a defining moment in the nation's history, as it fought to preserve the Union and end slavery.

The 20th century saw the United States emerge as a global superpower. The country played a leading role in World War II, defeating the Axis powers. The Cold War (1947-1991) followed, as the United States and the Soviet Union vied for global dominance. The space race, the civil rights movement, and the Vietnam War were other significant events of this era.

The 21st century has brought new challenges and opportunities. The September 11 attacks in 2001 led to a global war on terror. The 2008 financial crisis and the COVID-19 pandemic have tested the resilience of the nation. The ongoing struggle for social justice and equality remains a central theme in the American story.

The United States is a nation of immigrants, and its history is a tapestry of many different cultures and traditions. The American dream, the idea that anyone can achieve success through hard work and determination, is a central part of the national identity. The country has been a leader in innovation, science, and technology, and it continues to shape the world in many ways.

The history of the United States is a story of resilience and hope. Despite the challenges it has faced, the nation has always found a way to move forward. The American spirit, the belief in a better future, is what has made the United States a great country.

The United States is a nation of many voices, and its history is a story of many different experiences. The struggles of the past have shaped the country, and the challenges of the future will continue to shape it. The American story is a story of hope and possibility, and it is a story that continues to inspire people around the world.

The history of the United States is a story of a nation that has grown from a small colony to a global superpower. It is a story of exploration, discovery, and the struggle for freedom. It is a story of a nation that has always found a way to move forward, and it is a story that continues to inspire people around the world.

NOTICE REGARDING CERTAIN POLICY EXCLUSIONS

Please note that your insurance contains, but is not limited to, the following exclusions of coverage:

i) Terrorism Exclusion

A Terrorism Exclusion Endorsement, or similarly entitled endorsement, modifies the coverage provided in the policy by excluding loss and/or damage arising out of terrorists acts, as defined in the Endorsement;

ii) Data Exclusion

A Data Exclusion Endorsement, or similarly entitled endorsement, modifies the coverage provided in the policy by excluding loss and/or damage arising out of loss, damage, distortion, etc. of Data (including losses arising out of computer virus & similar), as defined in the Endorsement;

iii) Fungi and Fungal Derivatives Exclusion

A Fungi and Fungal Derivatives Exclusion Endorsement, or similarly entitled endorsement, modifies the coverage provided in the policy by excluding loss and/or damage arising out of fungi or spores, as defined in the Endorsement;

Please review the Endorsements and ensure that you are thoroughly familiar with the contents thereof, as well as any notice from the Insurer which accompanies the policy.





Conditions particulières Declarations

POLICE N° / POLICY NO

151-8143 REPLACING 3374748

COMMERCIAL POLICY

ASSURÉ / INSURED

THE POST GRADUATE STUDENTS
SOCIETY OF MCGILL UNIVERSITY IN
3650, MCTAVISH ST.
MONTREAL, QC
H3A 1Y2

COURTIER / BROKER

H.W. HOLLINGER (CANADA)
INC.
550 SHERBROOKE OUEST
SUITE 2070, TOUR OUEST
MONTREAL, QC H3A 1B9

1625

OFF. 001 C

DURÉE DU CONTRAT
A 0 h 01, heure normale, à l'adresse stipulée aux présentes.

TRANSACTION / TRANSACTION

PRISE D'EFFET
DU CHANGEMENT

LA PRÉSENTE ASSURANCE EST CONSENTIE SUR LA
BASE DES DÉCLARATIONS CONSIGNÉES AUX
CONDITIONS PARTICULIÈRES ET MOYENNANT LE
PAIEMENT DE LA PRIME

31 05 2014 31 05 2015 RENEWAL

A1

EFFECTIVE DATE
OF MODIFICATION

IN CONSIDERATION OF THE PREMIUM STATED, THE
INSURER WILL INDEMNIFY THE INSURED IN ACCOR-
DANCE WITH THE TERMS AND CONDITIONS OF
THE POLICY

Day Month Year Day Month Year
12.01 AM standard time at the address as stated herein
POLICY PERIOD

SUBJECT TO THE GENERAL AND ADDITIONAL CONDITIONS
LOCATION - 1 -

3650 MCTAVISH
MONTREAL

(FORM: 240.0 VERSION 4)

MUN.C. 652600-3
CONSTRUCTION 4

INSURED'S BUSINESS:
NOT-FOR-PROFIT SOCIAL CLUB FOR STUDENTS

INSPECTION
4340886

DETAIL OF COVERAGES

NO	DESCRIPTION	CO- INSURANCE	FORM	DEDUCTIBLE	LIMIT
*** MY BUSINESS AND ME ***					
2 CONTENTS		90	034.1-5	2 500	1 273 388
MY BUSINESS AND ME PLUS - PROPERTY			035.9-3		
8 BUSINESS INTERRUPTION INSURANCE - EXTRA EXPENSE FORM			234.0-7		100 000
9 BUSINESS INTERRUPTION - PROFITS FORM			238.0-4		
MY BUSINESS AND ME - BUSINESS INTERRUPTION			238.9-4		
11 MISCELLANEOUS PROPERTY FLOATER FORM			050.5-2	2 500	
1 PROPERTY INSURED AS PER COVERAGE 'A' FINE ARTS			REF		
25 COMPREHENSIVE DISHONESTY, DISAPPEARANCE AND DESTRUCTION POLICY - FORM A			110.1-5	500	40 000 10 000
MY BUSINESS AND ME - CRIME			110.9-4		
26 MONEY AND SECURITIES - LOSS INSIDE THE PREMISES			110.2-4	500	5 000
27 MONEY AND SECURITIES - LOSS OUTSIDE THE PREMISES			110.3-4	500	5 000
28 MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY COVERAGE			110.4-4		5 000
29 DEPOSITORS FORGERY COVERAGE			110.5-4		5 000
30 COMMERCIAL GENERAL LIABILITY - CIVICA STANDARD LIMITS OF INSURANCE			091.0-4		
EACH OCCURRENCE LIMIT				500	2 000 000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT					2 000 000
PERSONAL AND ADVERTISING INJURY LIMIT					2 000 000
GENERAL AGGREGATE LIMIT					N/A
TENANTS' LEGAL LIABILITY LIMIT				1 000	2 000 000
MEDICAL EXPENSE LIMIT					50 000

FORM OF BUSINESS: ORGANIZATION

BUSINESS DESCRIPTION AND LOCATION OF ALL
PREMISES YOU OWN, RENT OR OCCUPY:
NON PROFIT SOCIAL CLUB FOR STUDENTS, ALUMNI
OF ADVANCED AND POST GRADUATE STUDIES.

Please read this document carefully.
This insurance is made strictly on your
representations, and is deemed accurate
and sufficient evidence thereof. Advise
immediately the countersigner of all
changes, additions, corrections, or ex-
planations needed. Our errors and omis-
sions are exempted. Expressly agreed
drafted in the English language. Le pré-
sent résumé est disponible en français
sur demande.

PAGE 1

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Conditions particulières Declarations

POLICE N° / POLICY NO.

151-8143 REPLACING 3374748

COMMERCIAL POLICY

ASSURÉ / INSURED

THE POST GRADUATE STUDENTS
SOCIETY OF MCGILL UNIVERSITY IN
3650, MCTAVISH ST.
MONTREAL, QC
H3A 1Y2

COURTIER / BROKER

H.W. HOLLINGER (CANADA) 1625
INC.
550 SHERBROOKE OUEST
SUITE 2070, TOUR OUEST
MONTREAL, QC H3A 1B9

OFF. 001 C

DURÉE DU CONTRAT
A 0 h 01, heure normale, à l'adresse stipulée aux présentes
Jour Mois An Jour Mois An

TRANSACTION / TRANSACTION

PRISE D'EFFET
DU CHANGEMENT
Jour Mois An

LA PRÉSENTE ASSURANCE EST CONSENTIE SUR LA
BASE DES DÉCLARATIONS CONSIGNÉES AUX
CONDITIONS PARTICULIÈRES ET MOYENNANT LE
PAIEMENT DE LA PRIME.

31 05 2014 31 05 2015 RENEWAL

A1

Day Month Year Day Month Year
12:01 AM standard time at the address as stated herein.

POLICY PERIOD

Day Month Year
EFFECTIVE DATE
OF MODIFICATION

IN CONSIDERATION OF THE PREMIUM STATED, THE
INSURER WILL INDEMNIFY THE INSURED IN ACCOR-
DANCE WITH THE TERMS AND CONDITIONS OF
THE POLICY

LOCATION - 1 -

DETAIL OF COVERAGES

NO	DESCRIPTION	CO- INSURANCE	FORM	DEDUCTIBLE	LIMIT
*** MY BUSINESS AND ME ***					
	EXTENSIONS OF COVERAGE - CIVICA SUPERIOR		098.9-6.		
	QPF NO.6 - QUEBEC AUTOMOBILE INSURANCE POLICY		094.9-1.		2 000 000
	(NON-OWNED FORM)				
40	EQUIPMENT BREAKDOWN COVERAGE		168.1-1	2 500	1 273 388
42	EARTHQUAKE SHOCK ENDORSEMENT		159.0-4	10 %	1 155 000
43	FLOOD INSURANCE		159.1-1	25 000	1 155 000
44	SEWER BACKING UP COVERAGE		159.2-1	25 000	1 155 000

THE EXACT ACTIVITIES OF THE INSURED IS:
NOT-FOR-PROFIT SOCIAL CLUB FOR STUDENTS AND
ALUMNI OF ADVANCED, POST GRADUATE STUDIES
ALARM SYSTEM OR PROTECTIVE SERVICES OR EQUIPMENT
PARTIAL PROTECTION OF THE PREMISES.
SYSTEM IS CONNECTED TO ANOTHER MONITORING
STATION.
THE EXACT ADDRESS OF THE MORTGAGEE SHOULD READ:
SCOTIA BANK
1002 SHERBROOKE WEST, MONTREAL (QC) H3A 3L6

122.0-2

LOSS PAYABLE TO: MORTGAGE CLAUSE COVERAGE

SCOTIA BANK H3A 3L6

NO

2

** COMMON EXCLUSIONS

003.1-6

** DECLARATION OF EMERGENCY ENDORSEMENT

003.2-4

ADDITIONAL INSURED
ROYAL INSTITUTION FOR THE ADVANCEMENT OF
LEARNING AND MCGILL UNIVERSITY
IT IS AGREED THAT ROYAL INSTITUTION FOR THE
ADVANCEMENT OF LEARNING AND MCGILL
UNIVERSITY IS ADDED AS AN ADDITIONAL INSURED,
BUT ONLY IN RESPECT OF THE LIABILITY ARISING OUT

PAGE 2

CONDITIONS PARTICULIÈRES À UNE POLICE COLLECTIVE / SUBSCRIPTION POLICY SPECIAL CONDITIONS

Les conditions particulières à une police collective sont énoncées dans le présent document. Elles s'ajoutent aux conditions générales de la police collective. Les conditions particulières à une police collective sont énoncées dans le présent document. Elles s'ajoutent aux conditions générales de la police collective.

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

GARANTIE EXCLUSIVE

1. **Garantie exclusive**
La garantie exclusive est une garantie qui est émise par une compagnie d'assurance. Elle est émise pour une durée déterminée. Elle est émise pour une somme déterminée. Elle est émise pour une somme déterminée.
2. **Subrogation**
La subrogation est une garantie qui est émise par une compagnie d'assurance. Elle est émise pour une durée déterminée. Elle est émise pour une somme déterminée. Elle est émise pour une somme déterminée.
3. **Remise d'actes**
La remise d'actes est une garantie qui est émise par une compagnie d'assurance. Elle est émise pour une durée déterminée. Elle est émise pour une somme déterminée. Elle est émise pour une somme déterminée.
4. **Présentation des documents**
La présentation des documents est une garantie qui est émise par une compagnie d'assurance. Elle est émise pour une durée déterminée. Elle est émise pour une somme déterminée. Elle est émise pour une somme déterminée.
5. **Cessation de garantie**
La cessation de garantie est une garantie qui est émise par une compagnie d'assurance. Elle est émise pour une durée déterminée. Elle est émise pour une somme déterminée. Elle est émise pour une somme déterminée.
6. **Transfer de droits**
Le transfer de droits est une garantie qui est émise par une compagnie d'assurance. Elle est émise pour une durée déterminée. Elle est émise pour une somme déterminée. Elle est émise pour une somme déterminée.

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

STANDARD MORTGAGE CLAUSE

1. **Grant of conditions by mortgagee**
The grant of conditions by mortgagee is a condition that is granted by the mortgagee. It is granted for a certain period of time. It is granted for a certain sum of money. It is granted for a certain sum of money.
2. **Right of subrogation**
The right of subrogation is a condition that is granted by the mortgagee. It is granted for a certain period of time. It is granted for a certain sum of money. It is granted for a certain sum of money.
3. **Other insurances**
Other insurances are conditions that are granted by the mortgagee. They are granted for a certain period of time. They are granted for a certain sum of money. They are granted for a certain sum of money.
4. **Who may give proof of loss**
Who may give proof of loss is a condition that is granted by the mortgagee. It is granted for a certain period of time. It is granted for a certain sum of money. It is granted for a certain sum of money.
5. **Coverage period**
The coverage period is a condition that is granted by the mortgagee. It is granted for a certain period of time. It is granted for a certain sum of money. It is granted for a certain sum of money.
6. **Transfer of title**
The transfer of title is a condition that is granted by the mortgagee. It is granted for a certain period of time. It is granted for a certain sum of money. It is granted for a certain sum of money.

RÉSILIATION

La résiliation est une condition qui est émise par une compagnie d'assurance. Elle est émise pour une durée déterminée. Elle est émise pour une somme déterminée. Elle est émise pour une somme déterminée.

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Conditions particulières Declarations

POLICE N° / POLICY NO.

151-8143 REPLACING 3374748

COMMERCIAL POLICY

ASSURÉ / INSURED

THE POST GRADUATE STUDENTS
SOCIETY OF MCGILL UNIVERSITY IN
3650, MCTAVISH ST.
MONTREAL, QC
H3A 1Y2

COURTIER / BROKER

H.W. HOLLINGER (CANADA)
INC. 1625
550 SHERBROOKE OUEST
SUITE 2070, TOUR OUEST
MONTREAL, QC H3A 1B9

OFF. 001 C

DURÉE DU CONTRAT

À 0 h 01, heure normale, à l'adresse stipulée aux présentes.
Jour Mois An Jour Mois An

TRANSACTION / TRANSACTION

31 05 2014 31 05 2015 RENEWAL

PRISE D'EFFET
DU CHANGEMENT
Jour Mois An

LA PRÉSENTE ASSURANCE EST CONSENTIE SUR LA
BASE DES DÉCLARATIONS CONSIGNÉES AUX
CONDITIONS PARTICULIÈRES ET MOYENNANT LE
PAIEMENT DE LA PRIME.

Day Month Year Day Month Year
12:01 AM standard time at the address as stated herein.
POLICY PERIOD

Day Month Year
EFFECTIVE DATE
OF MODIFICATION

IN CONSIDERATION OF THE PREMIUM STATED, THE
INSURER WILL INDEMNIFY THE INSURED IN ACCOR-
DANCE WITH THE TERMS AND CONDITIONS OF
THE POLICY

LOCATION - 1 -
OF THE ACTIVITIES OF THE STUDENT ASSOCIATION
BASED ON CAMPUS WITH ACTIVITIES ON AND OFF
CAMPUS.
ALL OTHER TERMS AND CONDITIONS OF THE POLICY
REMAIN UNCHANGED.
DIFFERENCES IN CONDITIONS

780.2-1.

***** E M E R G E N C Y N U M B E R *****

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

DATED OF 16-04-2014 SEQ. 00

AMOUNT DUE : \$12 257

PAGE 3

CONDITIONS PARTICULIÈRES À UNE POLICE COLLECTIVE / SUBSCRIPTION POLICY SPECIAL CONDITIONS

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

GARANTIE HYPOTHÉCAIRE

1. **Branchement au réseau**
Le contrat est souscrit en vertu d'un engagement collectif pris par le souscripteur auprès d'un organisme agréé par le Régulateur des services financiers (RSF) en vertu de la Loi sur l'accès à l'information (LAI) et de la Loi sur l'accès à l'information (LAI).
2. **Subrogation**
Le souscripteur s'engage à souscrire à la police d'assurance-maladie de l'organisme agréé par le RSF en vertu de la LAI et de la Loi sur l'accès à l'information (LAI).
3. **Plurimodalité des garanties**
Le souscripteur s'engage à souscrire à la police d'assurance-maladie de l'organisme agréé par le RSF en vertu de la LAI et de la Loi sur l'accès à l'information (LAI).
4. **Présentation des documents**
Le souscripteur s'engage à présenter les documents requis par l'organisme agréé par le RSF en vertu de la LAI et de la Loi sur l'accès à l'information (LAI).
5. **Exécution du contrat**
Le souscripteur s'engage à exécuter le contrat de l'organisme agréé par le RSF en vertu de la LAI et de la Loi sur l'accès à l'information (LAI).
6. **Transfert de dette**
Le souscripteur s'engage à transférer la dette de l'organisme agréé par le RSF en vertu de la LAI et de la Loi sur l'accès à l'information (LAI).

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

STANDARD MORTGAGE CLAUSE

1. **Branchement au réseau**
Le contrat est souscrit en vertu d'un engagement collectif pris par le souscripteur auprès d'un organisme agréé par le Régulateur des services financiers (RSF) en vertu de la Loi sur l'accès à l'information (LAI) et de la Loi sur l'accès à l'information (LAI).
2. **Subrogation**
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Le souscripteur s'engage à souscrire à la police d'assurance-maladie de l'organisme agréé par le RSF en vertu de la LAI et de la Loi sur l'accès à l'information (LAI).
4. **Présentation des documents**
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5. **Exécution du contrat**
Le souscripteur s'engage à exécuter le contrat de l'organisme agréé par le RSF en vertu de la LAI et de la Loi sur l'accès à l'information (LAI).
6. **Transfert de dette**
Le souscripteur s'engage à transférer la dette de l'organisme agréé par le RSF en vertu de la LAI et de la Loi sur l'accès à l'information (LAI).

RESILIATION

1. **Branchement au réseau**
Le contrat est souscrit en vertu d'un engagement collectif pris par le souscripteur auprès d'un organisme agréé par le Régulateur des services financiers (RSF) en vertu de la Loi sur l'accès à l'information (LAI) et de la Loi sur l'accès à l'information (LAI).
2. **Subrogation**
Le souscripteur s'engage à souscrire à la police d'assurance-maladie de l'organisme agréé par le RSF en vertu de la LAI et de la Loi sur l'accès à l'information (LAI).
3. **Plurimodalité des garanties**
Le souscripteur s'engage à souscrire à la police d'assurance-maladie de l'organisme agréé par le RSF en vertu de la LAI et de la Loi sur l'accès à l'information (LAI).
4. **Présentation des documents**
Le souscripteur s'engage à présenter les documents requis par l'organisme agréé par le RSF en vertu de la LAI et de la Loi sur l'accès à l'information (LAI).
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Le souscripteur s'engage à exécuter le contrat de l'organisme agréé par le RSF en vertu de la LAI et de la Loi sur l'accès à l'information (LAI).
6. **Transfert de dette**
Le souscripteur s'engage à transférer la dette de l'organisme agréé par le RSF en vertu de la LAI et de la Loi sur l'accès à l'information (LAI).

EXTENSIONS OF COVERAGE – CIVICA SUPERIOR

COMMERCIAL GENERAL LIABILITY POLICY

It is agreed that the following extensions of coverage are added to form 091.0e – Commercial General Liability Policy:

1. AMENDMENT TO THE POLICY

Mental Injury

It is agreed that this insurance is extended to cover **mental injury** and therefore, form 091.0e is amended by substituting the expression "**bodily injury**" by the expression "**bodily injury or mental injury**", except as otherwise provided herein.

For purposes of this endorsement, **mental injury** means shock, fright, anguish and any other mental injury.

2. AMENDMENTS TO SECTION I – COVERAGES

COVERAGE A – BODILY INJURY, MENTAL INJURY AND PROPERTY DAMAGE LIABILITY

The following exclusions under Item 2. EXCLUSIONS of COVERAGE A are amended as follows:

2.1. Expected or Intended Injury

It is agreed that this exclusion is deleted and replaced by the following:

Bodily injury, mental injury or property damage expected or intended from the standpoint of the insured. This exclusion does not apply to bodily injury, mental injury or property damage resulting from the use of reasonable force to protect persons or property.

2.4. Employer's Liability

It is agreed that the last sub-paragraph of this exclusion is deleted and replaced by the following:

A claim made or an action brought by a Canadian resident employee, because of **bodily injury** sustained in Canada or while he is temporarily out of the country, in the course of performing duties on your behalf and on whose behalf contributions are made by or required to be made by you under the provisions of any Canadian provincial or territorial worker's compensation law.

2.5. Aircraft or Watercraft

It is agreed that the last paragraph of this exclusion is deleted and replaced by the following:

This exclusion does not apply to:

- 2.5.3. A watercraft while ashore on premises you own or rent;
- 2.5.4. A watercraft you do not own that is less than eight metres long and not being used to carry persons or property for a charge;
- 2.5.5. A watercraft owned by the Insured that is less than eight metres long and where the total maximum engine power does not exceed 38 Kw (50 HP);
- 2.5.6. **Bodily injury** to an **employee** of the Insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law, if the **bodily injury** results from an **occurrence** involving watercraft.

2.6. Automobile

It is agreed that the second paragraph of this exclusion is deleted and replaced by the following:

This exclusion applies to any motorized snow vehicle or its trailers, except when being used by an insured in his operations, and to any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

2.14. Professional Services

It is agreed that this exclusion is amended by adding the following paragraph:

Paragraphs 24.7. and 24.8. of the "professional services" definition do not apply where such services performed by an architect or an engineer in their capacity as an **employee** of the Named Insured are an integral part of **your work or your product**.

2.15. Abuse

It is agreed that this exclusion is deleted.

COVERAGE C – MEDICAL PAYMENTS

It is agreed that Section 1. INSURING AGREEMENT is amended as follows:

1. The words "and medical equipment" are added to subparagraph 1.2.2. which now reads:

1.2.2. Necessary medical, surgical, X-ray and dental services, including prosthetic devices and medical equipment; and

2. Sub-paragraph 1.2.4. is added to paragraph 1.2.:

1.2.4. Travel and babysitting expenses.

COVERAGE D – TENANTS' LEGAL LIABILITY

It is agreed that the coverage also applies to fixed structures on premises rented or occupied by the Insured.

COMMON EXCLUSIONS – POLLUTION

It is agreed that paragraph 4.2. of Common Exclusion 4. POLLUTION is deleted and replaced by the following:

4.2. Any loss, cost or expense arising out of any claim or action for compensatory damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants unless such loss, cost or expense arises from an occurrence covered under this policy.

SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D

It is agreed that paragraph 1.3. of Item 1. is deleted and replaced by the following:

- 1.3. All reasonable expenses you incur at our request to assist us in the investigation of defense of the claim or action, including actual loss of earnings because of time off from work.

3. AMENDMENTS TO SECTION II – WHO IS AN INSURED

It is agreed that the following paragraph is added to Item 1.:

- 1.6. An association, each member of the association is an Insured but solely in respect of the liability arising out of his actions as a member and his participation in the activities of the association. This insurance shall only apply as excess coverage to the extent of any amount not paid due to the exhaustion of the personal General Liability policy of a member. This insurance does not apply to loss, damage or injury to a member caused by another member of the association.

It is also agreed that the following paragraph is added to Item 2.:

- 2.6. Agents acting on behalf of the Insured but solely in respect of any liability arising out of the performance of their duties on behalf of the Insured.

4. AMENDMENTS TO SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLES

It is agreed that Section III is amended as follows:

- 4.1. Item 2. is deleted;

- 4.2. Item 4. is amended as follows:

Subject to 3. above, the Each Occurrence Limit is the most the Insurer will pay for the sum of:

- 4.1. **Compensatory damages** under Coverage A; and

- 4.2. Medical expenses under Coverage C; because of all **bodily injury, mental injury and property damage** arising out of any one occurrence.

- 4.3. Item 5. is amended as follows:

The Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all **compensatory damages** because of all **personal and advertising injury** sustained by any one person or organization.

5. AMENDMENTS TO SECTION IV – DEFINITIONS

- 5.1. It is agreed that the "coverage territory" definition 7 is deleted and replaced by the following:

Coverage territory means any part of the world provided the Insured's responsibility to pay **compensatory damages** is determined in an action on the merits in Canada or the United States of America (including their territories and possessions) or in an out-of-court settlement to which the Insurer has agreed.

- 5.2. It is agreed that paragraphs 24.4. and 24.5 under the "professional services" definition are deleted. It is also agreed that the word "tonorial" is deleted from paragraph 24.6 which now reads as follows:

24.6. Any cosmetic, body piercing, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments.

ADDITIONAL COVERAGES

In the event a more specific coverage elsewhere in the policy applies to the risk insured by one of these extensions, only the specific coverage will apply.

GOODS IN CUSTOMER'S CARS

The Insurer agrees with the Insured to pay on behalf of the insured all sums which the Insured shall become legally obligated to pay for damage (including burglary and theft) to property of the Insured's customers whilst contained within or upon automobiles when such automobiles are accepted for servicing or repair at the premises described in the Declarations.

There shall be deducted, from each claim hereunder, the sum of \$50.

LIABILITY COVERAGE - EMPLOYEE BENEFIT PROGRAMS

1. INSURING AGREEMENT

Up to \$2,000,000 for any one loss and for each policy period, we will pay those sums that the Insured becomes legally obligated to pay as compensatory damages on account of any claim made against any Insured because of a wrongful act in the administration of your employee benefit programs, provided that the claim is first made during the policy period within Canada, its territories or possessions.

A claim by a person or organization seeking compensatory damages will be deemed to have been made when notice of such claim is received and recorded by any Insured or by us, whichever comes first.

The amount we will pay for compensatory damages is limited as described hereinafter.

2. EXCLUSIONS

This Insurance does not apply to:

2.1 any claim based upon:

- 2.1.1. The failure of performance of contract by any Insurer;
- 2.1.2. The Insured's failure to comply with any law concerning workmen's compensation, unemployment insurance, social security, disability benefits or any similar law;
- 2.1.3. Failure of any investment plan to perform as represented by an Insured;
- 2.1.4. Advice given by an Insured to an employee to participate or not to participate in any investment plan;

2.2 Claims made against the Insured for wrongful acts known to any Insured before the effective date of this insurance. If this policy is part of a series of consecutive renewals issued by us, then before the effective date of the first policy issued by us.

3. EXTENDED REPORTING PERIOD

If this policy is cancelled or not renewed for any reason except non-payment of the premium, we will provide an automatic extended reporting period of 60 days.

A claim first made during the extended reporting period will be deemed to have been made on the last day of the policy period provided that claim occurred before the end of the policy period of this policy and that we are notified not later than 60 days after the end of the policy period of this policy.

4. SPECIAL PROVISIONS

4.1. Limit of Insurance

The limit of insurance stated in the Declarations and the rules below fix the most we will pay regardless of the number of Insureds, claims made or suits brought, or persons or organizations making claims or bringing suits.

- 4.1.1. The Aggregate Limit is the most we will pay for all compensatory damages with respect to all claims covered by this insurance and made during the policy period;

- 4.1.2. Subject to 1.1. above, the Each Loss Limit is the most we will pay for all compensatory damages arising out of any loss. Claims based on or arising out of the same act, interrelated acts, or one or more series of similar acts, of one or more Insured shall be considered a single loss.

4.2 Deductible

Our obligation to pay compensatory damages on your behalf applies only to the amount of compensatory damages in excess of the deductible amount stated in the Declarations.

The terms of this insurance, including those with respect to our right and duty to defend any suit seeking those damages; and your duties in the event of an occurrence, apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by the Insurer.

4.3 Definitions

Wherever used in this form:

4.3.1. Administration means:

- 4.3.1.1. Giving counsel to employees with respect to the employee benefit programs;
- 4.3.1.2. Interpreting the employee benefit programs;
- 4.3.1.3. Handling of records in connection with the employee benefit programs;
- 4.3.1.4. Effecting enrollment, termination or cancellation of employees under the employee benefit programs;

provided all such acts are authorized by the named Insured;

4.3.2 Employee benefit programs means group life insurance, group health insurance, pension plans, investment plans, workmen's compensation, unemployment insurance, social security and disability benefits.

4.3.3 Insured means:

- 4.3.3.1. If the named Insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- 4.3.3.2. If the named Insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- 4.3.3.3. If the named Insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- 4.3.3.4. Any employee of the named Insured while acting in the administration of the employee benefit programs.

- 4.3.4. **Loss** means any event which gives rise to one or more claims.
- 4.3.5. **Policy period** means the period of one year following the effective date of this policy or any anniversary thereof, or if the time between the effective date or any anniversary and the termination of the policy is less than one year, such lesser period. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for the purpose of determining the Limit of Insurance.
- 4.3.6. **Wrongful act** means any actual or alleged breach of duty, neglect error, misstatement, misleading statement, omission or other act done or wrongfully attempted by an Insured or any matter claimed, against an Insured, by reason of or in connection with the administration of the employee benefit programs.

EMPLOYMENT PRACTICES LIABILITY INSURANCE

1. INSURING AGREEMENT

- 1.1. Up to \$10,000 for any one loss and for each policy period, we will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** further to a loss caused by a wrongful act related to **employment practices** committed during the policy period. We will have the right and duty to defend the Insured against any action seeking those **compensatory damages**. However, we will have no duty to defend the Insured against any action seeking **compensatory damages** for a loss to which this insurance does not apply.

We may, at our discretion, investigate any loss and settle any claim or action that may result. But:

- 1.1.1. The amount we will pay for **compensatory damages** is limited as described in Section 2. LIMITS OF INSURANCE AND DEDUCTIBLE; and
- 1.1.2. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.
- 1.2. For the purpose of determining the applicability of this insurance, all **wrongful acts** related to **employment practices** involving the same Insured, regardless of the number or type of **wrongful acts**, shall be deemed to have occurred on the date of the first **wrongful act**.

2. LIMITS OF INSURANCE AND DEDUCTIBLE

- 2.1. The General Aggregate Limit is the most we will pay under this insurance during the policy period for the sum of **compensatory damages** arising out of any one loss to which this insurance apply.
- 2.2. The Each Loss Limit is the most we will pay under this Insurance for the sum of **compensatory damages** arising out of any one loss.
- 2.3. Our obligation to pay **compensatory damages** on your behalf applies only to the amount of **compensatory damages** in excess of any deductible amount stated in the Declarations.
- 2.4. Claims or actions arising out of interrelated circumstances shall be considered a single loss.

3. EXCLUSIONS

This Insurance shall not apply to:

- 3.1. losses, other than defense costs, which constitute:
- 3.1.1. Benefits due, or to become due, or the equivalent value of such benefits except where such loss is based upon a claim or action for actual or alleged wrongful dismissal, discharge or termination of employment;
- 3.1.2. Salary, wages, benefits or any other cost or expense you shall incur or be required to pay as economic relief if the Named Insured is ordered, pursuant to a judgment or final adjudication, but fails to reinstate the claimant as an employee;
- 3.1.3. The costs of compliance with or the satisfaction or remedy of an undertaking, a direction, an order, a violation, a determination or a certificate negotiated, issued, made or committed under the Employment Equity Act of Canada, or any costs associated with any accommodation or affirmative action programme required by, pursuant to or ordered under the Canadian Human Rights Act; or
- 3.1.4. The costs of compliance with any order for or grant of or agreement to provide injunctive or non-monetary relief.

- 3.2. Claims or actions arising out of any violation of an obligation imposed by any act or regulation related to pay equity, workers' compensation, industrial accidents and occupational disease, occupational health and safety, employment insurance, welfare and social welfare, social security or old age security, retirement benefits or pension plan benefits, disability benefits. However, this exclusion shall not apply to any claim or action:

- 3.2.1. For actual or alleged discrimination or employment-related; or
- 3.2.2. Arising out of any actual or alleged retaliatory treatment against the claimant by you on account of the claimant's exercise of rights pursuant to any such law;

- 3.3. Claims or actions arising out of any arrangement or plan related to the value of the stock, shares or security of the Insured including any stock purchase, stock-based awards, stock option plans, phantom stock, stock appreciation rights or any stock-based compensation plan;

- 3.4. Claims or actions arising out of any act committed by or at the direction of an Insured with the intent of contravening any law or any governmental or administrative order or regulation;

- 3.5. Claims or actions arising out of the assumption of liability by you in an oral or written contract, but this exclusion does not apply to liability that you would have in the absence of the contract;

- 3.6. Claims or actions for bodily injury (except mental anguish and emotional distress), sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof;

- 3.7. Claims or actions based upon, arising out of any lock-out, strike, picket line, replacement workers, actual or alleged unfair practices or other similar actions resulting from labour disputes or labour negotiations;

- 3.8. Claims or actions arising out of:

- 3.8.1. Your insolvency; or
- 3.8.2. The closure of a business operation or location by you; or
- 3.8.3. Any re-organization of employees which results, within any sixty-day period, in the termination of the employment of 25% or more of your total workforce;

- 3.9. Claims made or actions brought by relatives of an employee or by members of the household of an employee;

4. COVERAGE TERRITORY

This policy shall only cover claims made or actions brought in Canada in respect of **wrongful acts** committed in Canada and based on Canadian law.

5. OTHER INSURANCE

Notwithstanding what is provided for in Form 240.0 - General Conditions, if the Insured has other valid insurance against **compensatory damages** covered by this policy, the policy that applies most specifically to the claim or the action shall be primary and the other insurance shall be excess.

6. DEFINITIONS

Whenever used in this Form:

- 6.1. **Action** means a civil proceeding in which damages because of **employment practices** to which this Insurance applies are alleged. Action includes an arbitration proceeding to which you must submit or does submit with our consent.
- 6.2. **Benefits** means perquisites, fringe benefits, payments in connection with an employee benefit plan and any other payment, other than salary or wages, to or for the benefit of an employee arising out of the employment relationship.
- 6.3. **Employee** means an individual who was, now is or shall be employed by you.
- 6.4. **Employee benefit plan** means any retirement, pension, supplemental pension, savings, retirement saving, profit sharing, deferred compensation, change of control, insurance, medical, hospital, dental, vision care, drug, sick leave, short term or long term disability, salary continuation, vacation pay or other employee benefit, plan, program, arrangement, policy or practice whether written or oral, formal or informal, funded or unfunded, registered or unregistered that is maintained or otherwise contributed to, or required to be contributed to for the benefit of an employee.
- 6.5. **Employment practices** means:
- Wrongful dismissal, discharge or termination of employment;
 - Breach of any oral or written employment contract;
 - Violation of any law concerning discrimination in employment;

- Employment-related harassment, including sexual harassment or other harassment in the workplace;
 - Wrongful deprivation of employment or promotion;
 - Wrongful discipline;
 - Employment-related invasion of privacy;
 - Employment-related defamation;
 - Employment-related wrongful infliction of emotional distress;
 - Employment-related misrepresentation.
- 6.6. **Insolvency** means:
- The financial position of the Insured as a debtor as that term is defined and used within the provisions of the Bankruptcy and Insolvency Act, R.S. (1985), c. B-3 and, without limiting the generality of the foregoing, shall occur when any receiver, conservator, liquidator, trustee, sequestrator, court or similar provincial or federal official or a creditor takes control of, supervises, manages or liquidates the Insured;
 - A reorganization proceeding of the Insured under the Companies' Creditors Arrangement Act, R.S. (1985), c. C-36.
- 6.7. **Loss** means **compensatory damages** and defense costs which you become legally obligated to pay on account of any claims made or actions brought against you for a **wrongful act**.
- 6.8. **Wrongful act** means any negligent act, error, omission, negligence, breach of duty or misleading statement related to **employment practices** actually or allegedly committed or commenced by you.

ELEVATOR COLLISION

1. INSURING AGREEMENT

The Insurer will pay to the Insured for damages caused to any **elevator** or to **property Insured** carried thereon caused by an accidental collision of the **elevator** with another object.

2. LIMIT OF LIABILITY

The maximum amount we will pay for compensatory damages is limited to \$50,000 for each collision and subject to the actual cash value of the property at the time any damage occurs.

3. EXCLUSIONS

This insurance does not apply to:

- 3.1. Loss of use in respect of property owned by the Insured;
- 3.2. **Property damage resulting directly or indirectly from the breaking burning out or disrupting of any electrical machine not located within the elevator;**
- 3.3. **Property damage by fire, however caused**

4. DEFINITIONS

4.1. Elevator means:

- 4.1.1. Any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but shall not include:
 - 4.1.1.1. Any bearing platform not exceeding nine square feet used exclusively for carrying property;
 - 4.1.1.2. Hod or material hoists used in connection with alterations, construction or demolition operations;
 - 4.1.1.3. Inclined conveyers used exclusively for carrying property.
- 4.1.2. Any hoist used for raising or lowering automobiles for lubricating and servicing.

4.2. Property Insured means:

- 4.2.1. Any **elevator** owned, rented, occupied or used by the Named Insured, or in his care, custody or control;
- 4.2.2. Property carried on an **elevator**, other than any hydraulic or mechanical hoist used for raising or lowering automobiles for lubricating or servicing, being owned, leased or used by or in the care, custody or control of the Named Insured.

All other terms and conditions of the policy remain unchanged.

Q.P.F. No. 6

QUÉBEC AUTOMOBILE INSURANCE POLICY

NON-OWNED FORM

Words and phrases in bold have special meaning as defined in Definitions Section.

INSURING AGREEMENT

Now, therefore, subject to the limits, terms and conditions, provisions, definitions and exclusions herein stated.

SECTION A – CIVIL LIABILITY

The Insurer agrees to indemnify the Insured, the Insured's succession or legal representatives against the pecuniary consequences of civil liability the Insured may incur for loss or damage arising from the use or operation in the business described in the Declarations of any automobile not owned (in whole or in part) by or registered in the name of the Insured, and resulting from bodily injury to or death of others or damage to property of others not in the care, custody or control of the Insured. However, where the loss exceeds the amounts of insurance, the indemnity shall be applied first to the pecuniary consequences of civil liability incurred by the Named Insured.

EXCLUSIONS

The Insurer shall not be liable under this section:

- (1) except where the *Automobile Insurance Act* does not apply, for bodily injury or death covered under the said Act, the Act respecting industrial accidents and occupational diseases or the *Crime Victims Compensation Act*;
- (2) for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual;
- (3) for any liability imposed by any workmen's compensation law upon any person insured by this section;
- (4) for loss or damage sustained by the Insured or any employee, shareholder, officer, member, partner or mandatary of the Insured while engaged in the business of the Insured, except as provided under a Direct Compensation Agreement established in accordance with the aforementioned *Automobile Insurance Act*;
- (5) for any liability assumed voluntarily by any person insured by this section under any contract or agreement except for private passenger vehicles rented or leased by an Insured for a period of less than thirty (30) days;
- (6) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this section or to any property owned or rented by, or in the care, custody or control of any such person;
- (7) for any sum in excess of the amount stated in the Declarations, and expenditures provided for in the Additional Agreements of this section irrespective of the number of persons or interests insured;
- (8) for any loss or damage resulting from bodily injury to or death of any person or damage to property arising out of a nuclear energy hazard and in excess of the compulsory amount of liability insurance prescribed by the *Automobile Insurance Act* or the Act respecting off-highway vehicles, depending on the type of vehicle involved.

See also General Provisions, Definitions, Exclusions and Conditions.

ADDITIONAL AGREEMENTS

Where indemnity is provided by this section the Insurer further agrees:

- (a) immediately upon receipt of notice of loss to serve any person insured by this section by such investigation thereof, or by such transactions with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer;
- (b) to take up the interest of any person entitled to the benefit of the insurance and assume his defense in any action which may be brought against him;
- (c) bear, over and above the proceeds of the insurance, costs and expenses resulting from actions against the Insured, including those of the defense, and interest on the proceeds of the insurance;
- (d) if the injury is to a person, to reimburse any person insured by this section for expenses incurred for such medical aid as may be immediately necessary at the time of such injury;
- (e) to be liable up to the minimum amount(s) of liability insurance prescribed by any legislation respecting Automobile Insurance and applying in that province or territory of Canada or in that State of the United States of America in which the accident occurred, if that amount(s) is higher than the amount(s) stated in the Declarations;
- (f) not to set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada or in the state of the United States of America in which the accident occurred.

AGREEMENTS OF INSURED

Where indemnity is provided by this section, every person insured:

- (a) empowers the Insurer as their representative to appear and defend in any province or territory of Canada or in any State of the United States of America in which action is brought against the Insured arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;
- (b) renounces his right to unilaterally revoke such mandate;
- (c) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this section.

GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS

1. TERRITORY

Unless extended by endorsement, insurance provided by this contract applies only within Canada, the United States of America and upon a vessel and/or aircraft serving ports of airports of those countries.

2. PERSONNEL OF OTHER GARAGES EXCLUDED

No person who is engaged in a **garage business**, shall be entitled to indemnity or payment under this contract for any loss, damage, injury or death sustained while using, operating or working upon the automobile in the course of that business or while so engaged is an occupant of or enters or gets onto or alights from such automobile, unless the person is the Insured or the Insured's employee, shareholder, member, partner or mandatary or is actually driving the automobile in Québec.

3. DEFINITIONS

In this policy:

- (a) The term **garage business** includes any business involving the custody, selling, equipping, repairing, maintaining, storing, parking, moving or servicing of automobiles;
- (b) The term **hired automobiles** means automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in the Declarations but shall not include any automobile owned in whole or in part by or registered in the name of the Named Insured or any employee, shareholder, officer, member, partner or mandatary of the Insured;
- (c) The term **automobiles operated under contract** shall mean automobiles operated in the business of the Insured stated in the Declarations where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or registered in the name of the Named Insured or any employee, shareholder, officer, member, partner or mandatary of the Insured;
- (d) The words **nuclear energy hazard** mean the radioactive, toxic, explosive or other hazardous properties of prescribed substances under the *Atomic Energy Control Act* (Canada).

4. TWO OR MORE AUTOMOBILES

- (a) When two or more automobiles are insured hereunder the terms of this contract shall apply separately to each, but a motor vehicle and one or more trailer or trailers or semi-trailers attached thereto shall be held to be one automobile with respect to the amounts of insurance under Section A. Where two or more automobiles are insured under one or more contracts issued by the same insurer, only one amount of insurance, the highest, shall apply in the event of loss under section A;
- (b) If section B is included in this policy through endorsement Q.E.F. No. 6-94, Civil Liability for damage to hired automobiles and/or automobiles operated under contract, such automobiles shall be held to be separate automobiles with respect to the amount(s) of insurance, including any deductible provisions, under section B;
- (c) Section A shall apply to the Insured's liability for damage caused to a non-owned trailer, other than a trailer designed or used to carry passengers or for demonstration, sale, office or dwelling purposes, while:
 - attached to an **automobile of the private passenger type** insured under said section;
 - not attached to any other vehicle, provided such trailer is generally attached to an **automobile of the private passenger type** insured under said section.

Automobile of the private passenger type : commercial vehicles of 4 500 kg (10 000 lb) gross vehicle weight or less while used for private or pleasure purpose shall be deemed to be of the private passenger type.

5. ADDITIONAL INSURED

This contract also insures every employee, shareholder, officer, member, partner or mandatary of the Named Insured, who, with the consent of the owner of the automobile involved:

- (a) and in the business of the Named Insured stated in the Declarations, personally drives any automobile not owned in whole or in part by or registered in the name of (1) the Named Insured, or (2) such additional insured person, or (3) any person having the same domicile as the Named Insured or such additional insured person;
- (b) any automobile rented or hired in the name of the Named Insured and not owned in whole or in part by or registered in the name of such additional insured person.

6. PREMIUM ADJUSTMENT

The advance premiums stated in the Declarations and in Q.E.F. No. 6-94, if applicable, are computed on the estimated total "cost of hire" or "contract cost", as the case may be, for the contract period. The words "cost for hire" as used herein mean the entire amount incurred for **hired automobiles** and drivers when such automobiles are hired with drivers or the amount incurred for **hired automobiles** and the wages paid to drivers when such drivers are employees of the Insured. The words "contract cost" as used herein mean the entire amount paid by the Insured for **automobiles operated under contract** to the owners thereof.

The advance premiums are subject to adjustment at the end of the contract period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for "cost of hire" and "contract cost" during the contract period based on the provisions contained in Q.E.F. No. 6-100. Final adjustment of premium computation statement.

7. AUDIT

Provided the Insured has authorized the Insurer in writing, the Insurer may at any time during regular business hours and upon fourteen (14) days' prior notice examine the books and records of the Insured insofar as they relate to the subject matter of the contract.

8. CROSS LIABILITY

Every Named Insured sustaining loss or damage because of another Named Insured shall, in respect of such loss or damage, be deemed to be a third party under this contract; provided that this provision shall not operate to increase the limit of the Insurer's liability.

9. EXCLUDED USES

Unless coverage is indicated in the Declarations or expressly given by an endorsement, the Insurer shall not be liable under this contract while:

- (a) the automobile is rented or leased to another;
- (b) the automobile is used to carry explosives, or to carry radioactive material for research, education, development or industrial purposes, or for purposes incidental thereto;
- (c) the automobile is used as a taxicab, bus, livery or sightseeing conveyance.

CONDITIONS

This contract is subject to the *Civil Code of Québec*, the *Code of Civil Procedure of Québec*, the *Automobile Insurance Act* and its regulations and the *Act respecting off-highway vehicles* if applicable.

1. REPRESENTATION OF RISK

The client, and the Insured if the Insurer requires it, is bound to represent all the facts known to him which are likely to materially influence an insurer in the setting of the premium, the appraisal of the risk or the decision to cover it, but he is not bound to represent facts known to the Insurer or which from their notoriety he is presumed to know, except in answer to inquiries.

The client means the person submitting an insurance application.

2. MATERIAL CHANGE IN RISK

The Insured shall promptly notify the Insurer of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it.

On being notified of any material change in the risk, the Insurer may, under Condition 21., cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the Insured within thirty (30) days of the proposal, the policy ceases to be in force.

If the Insurer continues to accept the premiums or if he pays an indemnity after a loss, he is deemed to have acquiesced in the change notified to him.

3. MISREPRESENTATIONS OR CONCEALMENT

Section A of the policy may be nullified at the instance of the Insurer where the Insured or the client has misrepresented or concealed relevant facts mentioned in Condition 1. and in the first paragraph of Condition 2. which are likely to materially influence a reasonable insurer in the decision to cover the risk. Unless such misrepresentation or concealment is established, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.

Sections B of endorsement Q.E.F. No.6-94 may be nullified at the instance of the Insurer where the Insured or the client has misrepresented or concealed relevant facts mentioned in Condition 1. and in the first paragraph of Condition 2. which are likely to materially influence a reasonable insurer, even in respect of losses not connected with the risk so misrepresented or concealed. Unless the bad faith of the Insured or the client is established or unless it is established that the Insurer would not have covered the risk if he had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.

4. BREACH OF WARRANTY

A breach of warranty aggravating the risk suspends the coverage. The suspension ceases upon the acquiescence of the Insurer or the remedy of the breach.

5. PROHIBITED USE

The Insured shall not drive or operate the automobile nor permit the use of the automobile by others:

- (a) unless the driver is for the time being authorized by law or qualified to drive or operate the automobile, or while he is under sixteen (16) years of age or under such other age as is prescribed by law to drive an automobile;
- (b) for any illicit trade or transportation;
- (c) in any race or speed test.

6. INSPECTION OF AUTOMOBILE

The Insurer shall be permitted at all reasonable times to inspect the automobile and its equipment.

7. NOTICE OF LOSS

The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as he becomes aware of it. Any interested person may give such notice.

The failure to fulfil the obligation set out in the preceding paragraph entails forfeiture of the right to indemnity where such failure has caused prejudice to the Insurer.

8. INFORMATION TO BE PROVIDED

At request of the Insurer, the Insured shall inform the Insurer as soon as possible of all the circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the insured property, the rights of third parties, and any concurrent insurance; he shall also furnish him with vouchers and swear or warrant to the truth of the information.

Where, for a serious reason, the Insured is unable to fulfil such obligation, he is entitled to a reasonable time in which to do so. If the Insured fails to fulfil his obligation, any interested person may do so on his behalf.

In addition, the Insured shall forthwith send to the Insurer a copy of any notice, letter, summons or proceeding received in connection with a claim.

9. DECEITFUL REPRESENTATION

Any deceitful representation relating to a loss entails the loss of the right of the person making it to any indemnity in respect of the risk to which the representation relates.

However, if the occurrence of the event insured against entails the loss of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.

10. ABANDONMENT, SAFEGUARDING AND EXAMINATION OF PROPERTY

The Insured may not abandon the damaged property if there is no agreement to that effect with the Insurer.

The Insured shall facilitate the salvage and inspection of the insured property by the Insurer. He shall, in particular, permit the Insurer and his representatives to visit the premises and examine the insured automobile and its equipment.

In addition, the Insured shall at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage, and any such further loss or damage accruing directly or indirectly from a failure to protect shall not be recoverable hereunder. No repairs shall be undertaken or any physical evidence of the loss or damage removed without the written consent of the Insurer, except such repairs as are immediately necessary for the protection of the automobile from further loss or damage, or until the Insurer has had a reasonable time to make the examination provided for in Condition 6.

11. ADMISSION OF LIABILITY AND COOPERATION

No transaction made without the consent of the Insurer may be set up against him.

The Insured shall not admit any liability nor settle or attempt to settle any claim, except at his own cost.

The Insured shall cooperate with the Insurer in the processing of all claims.

12. VALUATION AND MANNER OF PAYMENT

The Insurer shall not be liable beyond the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated with proper deduction for depreciation, however caused, and shall in no event exceed what it would cost to repair or replace the automobile or any part thereof with material of like kind and quality provided that in the event of any part of the automobile being obsolete and out of stock, the liability of the Insurer in respect thereof shall be limited to the value of original equipment manufacturer parts at the time of loss or damage not exceeding the manufacturer's latest list price.

For the purpose of the above coverage, the value of damages caused to the automobile shall be based on original equipment manufacturer parts where the age of the automobile and mileage are less than two (2) years and forty thousand (40 000) kilometres, or less than one (1) year in the case of an automobile used for commercial purposes. Where the age and mileage are greater, such value may be based on similar automobile parts. However, the Insured may opt for original equipment manufacturer, if available, by communicating such option to the Insurer at the time of the notice of loss. The Insurer shall then specify the applicable conditions and additional costs that the Insured shall assume as a result of such option.

In the event of a total or constructive total loss, the Insurer agrees, at the option of the Insured and subject to supporting evidence, to cover reasonable expenses incurred to restore the automobile to the same condition as it was before the loss.

Except where an arbitration has been made and subject to the rights of preferred and hypothecary creditors, the Insurer, instead of making payment may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of like kind and quality, giving written notice of its intention so to do within seven (7) days after the receipt of the proofs of loss.

In all cases, the salvage, if any, shall revert to the Insurer.

13. ARBITRATION

Arbitration may take place in the event of a disagreement as to the nature, extent or amount of the loss or damage, or the adequacy of the repairs or the replacement and independently of all other questions respecting the validity of the contract.

The party seeking arbitration must notify the other party of his intention in writing, specifying the matter in dispute. The Insured's request for arbitration must be granted. The Insurer's request for arbitration may be granted subject to the Insured's consent.

If the Insured requests arbitration, the Insurer must send the Insured an acknowledgement of receipt no later than fifteen (15) clear days after receipt of this notice. If the Insurer so requests, the Insured must confirm acceptance or refusal within the same amount of time.

Each party shall name an expert and the two (2) experts shall work jointly to estimate damage (establishing the actual cash value and the damage separately) or to assess the adequacy of the repairs or the replacement. Failing to agree, they shall submit their differences to a disinterested arbitrator they have appointed.

If either party fails to appoint an expert within thirty (30) clear days of the date of the notice or if the experts fail to agree upon an arbitrator within fifteen (15) days of their appointment, or if an expert or the arbitrator refuses to act or is unavailable, the vacancy thus created must be filled, on the request of one of the parties, by a court with jurisdiction in the place of the arbitration.

Notwithstanding the arbitration procedure and if the validity or application of the contract is not being contested, the Insurer shall pay the uncontested portion of the damage amount. This payment must be made not later than sixty (60) days after receipt of notice of loss or receipt of the information or supporting documents required by the Insurer.

Subject to this clause, the arbitration shall follow the procedure in sections 940 to 951.2 of the *Code of Civil Procedure of Québec*, taking into account any required modifications. In accordance with section 944.1 of this Code, the arbitration may proceed according to a procedure determined by the arbitrator, insofar as this procedure does not contravene the above sections. The arbitration proceedings shall be held at a place in accordance with the domicile of the Insured.

The arbitrator shall settle the dispute in accordance with the applicable laws in the province of Québec. The arbitrator and the parties may use the language of their choice during the arbitration proceedings. Measures must be taken to ensure that all the participants understand the language used.

The arbitration award shall be made in writing by the arbitrator. It must indicate the date and place where it has been made. It must state the reasons on which it is based and be signed by the arbitrator, then sent to the parties within thirty (30) days of the date on which it has been made.

Each party shall pay the expenses and fees of its expert and half the fees and expenses of the arbitration proceedings. The arbitrator is authorized to award the fees and expenses of the arbitration if he deems that the sharing method established by this clause is not justified or fair for each of the parties in the circumstances.

14. NON-WAIVER

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this contract by any act relating to arbitration or to the delivery and completion of proofs of loss, or to the investigation or adjustment of the claim.

15. TIME OF PAYMENT

Claims under Section B shall be paid within sixty (60) days after receipt of notice of loss or of information or proof of loss required by the Insurer or, where an arbitration is held, within fifteen (15) days after award is accepted by the Insured.

16. CONTINUATION OF COVERAGE

Coverage is maintained after a loss.

17. PRESCRIPTION

Every action against the Insurer under this contract is prescribed by three (3) years from the date the right of action has arisen.

18. SUBROGATION

The Insurer shall be subrogated to the extent of the amount paid under this contract to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household.

The Insurer may be fully or partly released from his obligation towards the Insured where, owing to any act of the Insured, he cannot be so subrogated.

19. OTHER LIABILITY INSURANCE

Insurance under a contract evidenced by a valid owner's policy is, in respect of liability arising from or occurring in connection with the ownership, use or operation of an automobile owned by the Insured named in the policy and within the description or definition thereof in the policy, a first loss insurance, and insurance attaching under any other valid motor vehicle liability policy is excess insurance only.

However, insurance evidenced by a valid garage policy, not describing the specific automobile(s) insured, shall in respect to non-owned or customers' automobiles while being used, operated or worked upon in the course of the policyholder's business as a garage be a first loss insurance and insurance attaching under any other valid motor vehicle policy shall be excess insurance only.

20. RENEWAL OF CONTRACT

This contract shall be renewed of right, for the same premium and for the same period, at expiry, unless notice to the contrary is given by the Insurer or the Insured; if given by the Insurer, the notice of non-renewal or of a change in the premium must be sent to the Insured, at his last known address, not later than the thirty (30) days preceding the date of expiry, counting that date.

Where the Insured deals through a broker, the notice provided for in the first paragraph is sent by the Insurer to the broker, the latter being entrusted to remit it to the Insured.

21. CANCELLATION

This contract may be cancelled at any time:

- (a) by each of the Named Insureds giving mere written notice to the Insurer. Cancellation takes effect upon receipt of the notice by the Insurer and the Insured shall therefore be entitled to a refund of the excess of the premium actually paid over the premium earned for the time the contract has been in force, on the basis of the Cancellation Table herein;
- (b) within sixty (60) days after its coming into force, by the Insurer giving written notice to each Named Insured. Cancellation takes effect fifteen (15) days following receipt of such notice by the Named Insured at his last known address.

At the expiry of such period of sixty (60) days, the contract shall not be cancelled by the Insurer except in the case of an aggravation of risk which is likely to materially influence a reasonable insurer in the decision to continue to insure, or when the premium has not been paid. The Insurer so wishing to cancel the contract shall notify each Named Insured in writing; cancellation takes effect thirty (30) days following receipt of such notice by the Named Insured at his last known address or, if the Described Automobile, with the exception of a school bus, is an automobile contemplated in Title VIII.1 of the *Highway Safety Code*, fifteen (15) days after receipt of the notice.

The Insurer shall refund the excess of the premium actually paid over the earned premium computed on a day to day basis.

Where one or more of the Named Insureds have been mandated to receive or send the notices provided for under paragraph (a) or (b) above, notices sent or received by them shall be deemed to have been sent or received by all Named Insureds.

In this Condition, the words **premium actually paid** mean the premium actually paid by the Insured to the Insurer or its agent, but do not include any premium or part thereof paid to the Insurer by an agent unless actually paid to the agent by the Insured.

22. NOTICE

Any notice to the Insurer may be sent by any recognized means of communication to the Insurer or its authorized representative. Notice may be given to the Named Insured by letter personally delivered to him or by mail addressed to him at his last known address.

APPENDIX D AND E

List of On-Campus and of Off-Campus Locations for Distribution of Publications in accordance with Article 14 of this Agreement

The PGSS currently publishes an electronic newsletter directed towards its members.

Should the PGSS wish to publish and distribute such publications on campus the provisions of **Section 14** shall apply, and a distribution list shall be agreed upon by both parties and shall form **Appendix D and E** to this Agreement.

THEORY OF THE CASE

The following is a summary of the facts and circumstances of the case, as presented by the parties.

The case involves a dispute over the ownership of certain real property. The parties are the Plaintiff, who claims to be the owner, and the Defendant, who claims to be the owner. The Plaintiff claims that the Defendant has wrongfully taken possession of the property and is seeking a judgment of possession and damages.

APPENDIX F

Revenue Generating Activities in accordance with Article 16 of this Agreement

The PGSS does not operate any revenue generating activities outside Thomson House.

APPENDIX G

List of Recognized Postgraduate Students' Associations (PGSAs) **in accordance with Article 7 and 17 of this Agreement**

Only those clubs 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 may be requested and shall take the form: [club initials].pgss@mail.mcgill.ca]

Any changes to the list (including any additions or deletions), to the name of a club, or to its activity shall be brought to the University's attention and shall be confirmed by the Deputy Provost. McGill reserves the right to withdraw its permission for any club at any time and for whatever reason.

PGSA Acronym	NAME	Primary Department
ADAMS CLUB	Adams Club	Earth & Planetary Sciences
ADELFIES	Association des étudiant(e)s en langue et littérature françaises inscrit(e)s aux études supérieures	French Language & Literature
AGSA	Anthropology Graduate Student Association	Anthropology
AHCS-GSA	Art History & Communication Studies Graduate Student Association	Art History & Communication St
ALLCGS	Association of Languages, Literatures, and Cultures Graduate Students at McGill University	Languages
APF	Association of Postdoctoral Fellows	Postdoctoral Studies
BGSA	Biology Graduate Student Association	Biology
BGSS	Biochemistry Graduate Student Society	Biochemistry
BMESS	Biomedical Engineering Student Society	Biomedical Engineering
CAOS	Council of Atmospheric and oceanic sciences students	Atmospheric & Oceanic Sciences
CEGSS	Civil Engineering Graduate Student Society	Civil Engineering
CGSS	Chemistry Graduate Student Society	Chemistry

THE HISTORY OF THE UNITED STATES

The history of the United States is a story of growth and change. It is a story of a nation that has grown from a small colony to a great power. It is a story of a people who have fought for freedom and justice.

The story begins with the first settlers who came to the New World. They were men and women who sought a better life. They were men and women who were brave and determined.

They built a new society. They created a new way of life. They fought for their rights. They fought for their freedom. They fought for their future.

Over the years, the United States has grown and changed. It has become a great power. It has become a nation of freedom and justice. It has become a nation that has inspired the world.

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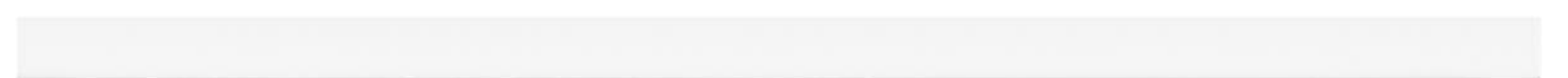
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CHEGSS	Chemical Engineering Graduate students Society	Chemical Engineering
CSGS	Computer Science Graduate Students	Computer Science
DDSS	Desautels' Doctoral Student Society	Desautels Doctoral Studies
DGSS	Desautels Graduate Student Society	MBA
EBOSS	Epidemiology and Biostatistics Student Society	Epidemiology and Biostatistics
EEGSS	Electrical & Computer Engineering Graduate Student Society	Electrical & Computer Engr
EGSA	English Graduate Student Association	English
EGSS	Education Graduate Student Society	Education
EMGSS	Experimental Medicine Graduate Student Society	Experimental Medicine
ESGSS	Experimental surgery Graduate Student Society	Experimental surgery
FMGSS	Family Medicine Graduate Students' Society	Family Medicine
GAMES	Graduate Association of Mechanical Engineering Students	Mechanical Engineering
GAPS	Physiology Graduate Student Association	Physiology
GAPTS	Graduate Association of Pharmacology and Therapeutics Students	Pharmacology and Therapeutics
GASA	Graduate Architecture Students' Association	Architecture
HCGSA	History & Classical studies Graduate Student Association	History and Classical Studies
GASP	Graduate Association of students in Psychology	Psychology
GGs	Geography Graduate Society	Geography
GLSA	Graduate Law Students' Association	Law
GRSS	Graduate Rehabilitation Science Society	Rehabilitation

GSAMS	Graduate Student Association for Mathematic and Statistics	Mathematics and Statistics
GSAN	Graduate Student Association for Neuroscience	Neuroscience, Integrated Pgm
HGSS	Human Genetic Student Society	Human Genetics
MAGSS	McGill Anatomy and Cell Biology Graduate Students' Society Constitution	Anatomy and Cell Biology
MCGSS	Mac Campus Graduate Student Society	Mac Campus
MDGSS	McGill Dentistry Graduate Students' Society	Dentistry
MEGA	Economics Graduate Student Association	Economics
MGAPS	McGill Graduate Association of Physics Students	Physics
MGAPSS	McGill Graduate Association of Political Science Students	Political Science
MGSS	Music Graduate Student Society	Music
MGSSA-SOCIOLOGY	McGill Graduate Sociology Students' Association	Sociology
MGSSEAS	McGill Graduate Students in East Asian Studies	East Asian Studies
MIGSA	Microbiology & Immunology Graduate Student Association	Microbiology & Immunology
MISSC	McGill Institute of Islamic Studies Student Council	Islamic Studies
MISSA	McGill Library and Information Studies Students' Association	Information Studies
MMGESA	Mining and Materials Graduate Engineering Student Association	Mining and Materials
MPSS	Medical Physic Student Society	Medical Physics Unit
NGSA	Nursing Graduate Student Association	Nursing
PGSA	Psychiatry Graduate Student Association	Psychiatry
PPSMUA	Constitution of the McGill University Postgraduate Philosophy Student Association	Philosophy
RSGS	Religious Studies Graduate Students	Religious Studies

SCSD-GSS	School of Communication Sciences and Disorders Students Society at McGill University	Commun Sciences & Disorders
SPOTGSA	School of Physical and Occupational Therapy Post Graduate Student Society	Physical and Occupational Therapy
SWAGS	Social Work Association of Graduate Students	Social Work
TUPGSA	The Urban Planning Graduate Student Association	Urban Planning





McGill

Memorandum

Secretariat

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Date: June 12, 2015

To: Professor Ollivier Dyens, Deputy Provost (Student Life and Learning)
Mr. Michael Di Grappa, Vice-Principal (Administration and Finance)

c.c: Ms. Danielle Toccalino, Secretary-General, Post Graduate Students' Society
Legal Services

From: Mr. Stephen Strople, Secretary-General

Subject: RENEWAL OF AGREEMENTS WITH PGSS [ED14-34]

The Executive Committee of the Board of Governors approved the Agreement of Lease and the Memorandum of Agreement between The Royal Institution for the Advancement of Learning/McGill University and the Post Graduate Students' Society (PGSS).

The Executive Committee of the Board of Governors also authorized the Deputy Provost (Student Life & Learning) and the Vice-Principal (Administration and Finance), to sign the Agreement of Lease with the PGSS, and the Deputy-Provost (Student Life and Learning), to sign the Memoranda of Agreement, and any other related documents, provided that where necessary, they are reviewed by Legal Services.

