

MEMORANDUM OF AGREEMENT

BETWEEN

McGILL UNIVERSITY

AND

**THE SCIENCE
UNDERGRADUATE SOCIETY
OF MCGILL UNIVERSITY INC. /
L'ASSOCIATION DES
ÉTUDIANTS ET ÉTUDIANTES
EN SCIENCES DE
L'UNIVERSITÉ MCGILL INC.)**

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

BETWEEN

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

(hereinafter referred to as the "University")

AND

THE SCIENCE UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY INC. / L'ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES EN SCIENCES DE L'UNIVERSITÉ MCGILL INC. having its principal office 805 Sherbrooke Street at in the City and District of Montreal, Province of Quebec,

(hereinafter referred to as "the Association")

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

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

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

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

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

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

WHEREAS the Association was incorporated on April 16, 1993 by Letters Patent issued pursuant to Part III of the Companies Act (Quebec) [NEQ 1148821797];

WHEREAS on April 1, 2003, the Association was accredited under the **Loi sur l'accréditation et le financement des associations d'élèves ou d'étudiants (L.R.Q. chapitre A-3.01)** as

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

NOW THEREFORE, THE PRESENT AGREEMENT WITNESSES:

1. COLLECTION OF ASSOCIATION FEES

- 1.1. The University shall collect in each of the fall and winter sessions during the term of the present Agreement all fees from students duly registered at the University and assessed by the Association, such fees (the "Association Fees") to be used by the Association for its operating expenses and the support of the Association. The current Association Fee Schedule appears as **Appendix A** hereto. The Association represents all undergraduate students from the Faculty of Science.
- 1.2. The Association Fees shall be included in the total student fee assessed by the University in respect of students and all University regulations pertaining to the assessment and collection of fees shall apply thereto.
- 1.3. The Association Fees shall be distributed yearly as follows:
 - The **first distribution** of the Association Fees shall be paid to the Association on **September 15** and shall reflect fee assessments from June 1 to August 31st.
 - The **second distribution** of the Association Fees shall be paid on **November 15th** and shall reflect the balance of the Fall Term assessments as at October 31st. There shall be no hold back of fees for either of these remittances.
 - The **third distribution** of the Association Fees shall be paid on **February 15th** and shall reflect the Winter Term fee assessments as at January 31st. An amount equal to 10% of the amount to be paid as the third distribution shall be held back by the University to account for changes in student registration occurring from February 1st to May 31st.
 - The **final distribution** of Association Fees shall be paid on **June 15** and shall reflect assessment as at May 31st, less the 1 % fee for bad debt charges (in accordance with section 1.4), the Annual Administrative Fee (in accordance with section 2.1) and any other amounts owed to the University as at April 30.
- 1.4. No charges shall be levied by the University for the collection of the Association Fees,

however the University shall be entitled to receive 1% of the total fees assessed in each term as relief for the collection of bad debts. The University shall provide the Association with information on the level of bad debt resulting from its members.

- 1.5. At the option of the Association, the Association Fees may be credited to an internal account of the University with the prior written approval of the Association for the exclusive use of the Association.
- 1.6. No adjustments to the Association Fees shall be applied, collected or distributed by the University unless they are consistent with all University procedures and regulations pertaining to the assessment, collection and distribution of fees, and the Deputy Provost (Student Life and Learning) has confirmed in writing that the formalities required, by the Association's constitution for fee adjustments, by the University and by applicable law, have been followed.
- 1.7. All requests for new fees or fee changes must be sent in writing to the Deputy Provost (Student Life and Learning). The deadline to submit referendum questions to OSLL for review on the following table is to be considered a guideline. Reasonable time must be given for consultation on the referendum question before the referendum; however, referendum results must be submitted to OSLL by the stipulated deadline, giving reasonable time for consultation on the question before the referendum, in order to be implemented:

	Fall Implementation	Winter Implementation
Submit questions to OSLL for review	March 1	October 15
Results of referendu m to OSLL	April 10	November 15

2. ACCOUNTING SERVICES

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

2.1.1. Monthly trust fund statements indicating fee revenues, distributions and expenses

resulting in year to date totals.

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

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

- 2.2. Should the Association require any other lists, data sets or any other type of information on their membership or its financial records not already provided for in article 2.1 above or elsewhere in this Memorandum of Agreement, the University shall give effect to the request to the extent allowed by law and subject to the payment of an appropriate fee, and upon reasonable prior notice to Accountant, Student Affairs Office, Administration Building. This fee will be identified prior to fulfilling the request. The University is subject to the provisions of the Quebec *Act Respecting Access to Documents held by Public Bodies and the Protection of Personal Information* and therefore reserves the right to refuse to give effect to a request.
- 2.3. Notwithstanding article 2.1, should any programming changes be required to be performed by the University's Network Communications Services ("NCS") at the request of the Association, the University reserves the right to charge the Association the hourly rate for the work to be performed.
- 2.4. The University will not draw any funds from the account maintained by the University for the use of the Association or from the fees collected by the University for the Association without the Association's prior written approval, unless exercised as a remedy pursuant to article 8.1 hereto.

3. LOANS AND GRANTS

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

4. INSURANCE

- 4.1. The Association shall ensure that its officers and employees are covered under the terms of an Employee Dishonesty Policy with a reputable licensed insurer, to maintain such policy in force at all times during the term of the present Agreement and to provide the University each year with a copy of such policy.
- 4.2. The Association shall be solely responsible for obtaining appropriate insurance necessary to conduct its activities, including and without limitation, comprehensive general liability insurance, including but not limited to libel, slander, defamation of character, loss of property damages and personal damages, and shall name the University as Additional Insured.
- 4.3. The Association shall provide evidence of coverage upon execution of the Agreement and annually thereafter. Evidence shall take the form of true copies of the relevant insurance policy or renewal certificate.
- 4.4. The Association shall hold harmless the University, its officers, employees and agents of and from any and all suits, claims or demands, and reasonable costs and expenses that may arise by reason of the operation of activities of the Association, or any act, neglect, omission of the Association, its directors, officers, employees, agents or persons engaged or retained by it.

5. MAINTENANCE AND AUDITING OF ACCOUNTS

- 5.1. All financial records, books and accounts of the Association shall be maintained in accordance with generally accepted accounting principles consistently applied.
- 5.2. The Association shall provide the Deputy Provost (Student Life and Learning) with a copy of its annual audited financial statements within 150 calendar days of each financial year end. The Association's financial year-end is April 30.
- 5.3. Upon reasonable notice from the University and upon reasonable cause, the Association shall make available for audit at no cost to the Association all documents relating to:
 - (a) current contracts and expenditures;
 - (b) projected contracts and expenditures; and
 - (c) books, records and accounts.

The Association shall engage the services of a reputable auditing firm or chartered

accountant in good standing with the **Order of Chartered Professional Accountants of Québec** to prepare the Association's annual financial statement and give notice of the same to the University on a timely basis. In the event the University does not find that firm acceptable, for whatever reasons, the Association shall appoint another firm subject to acceptance by the University.

6. USE OF THE MCGILL NAME OR EMBLEM

- 6.1. The Association recognizes the University is the owner of the intellectual property in the word "McGill" and the McGill trademarks which are duly protected by the *Trademarks Act*.
- 6.2. On a nonexclusive basis and solely in connection with its activities related to its role as a student association and in accordance with this Agreement, the University hereby grants the Association the right to use the word "McGill" in its name: **"THE SCIENCE UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY INC. / ASSOCIATION ÉTUDIANTE DE LA FACULTÉ DES SCIENCES DE PREMIER CYCLE DE L'UNIVERSITÉ MCGILL INC."** The present grant is not assignable.
- 6.3. The University's trademarks and emblems may not be used in connection with the Association's name or logo which shall be distinct from that of the University's.

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

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

- 6.4. On a non-exclusive basis, for the term of this Agreement and in accordance with its conditions, the University hereby grants approval of the names of the Association's groups, clubs or services that do not have a separate agreement with the University ("the Groups") as they appear in **Appendix G** and subject to the following conditions:
 - (i) The Association and its Groups shall respect the rights of the University as owner of the trade name and trademark "McGill" and shall comply to the conditions set out in this agreement;
 - (ii) The Groups shall use the names as they appear in **Appendix G** and shall adhere to the conditions set out in **Section 6** and the **Recitals of Appendix G**;

- (iii) Where permission to use the McGill name is granted, McGill may withdraw such permission at any time and for whatever reason, subject to notice and discussion with the Association.
- (iv) In all of their activities, advertisements and websites, the Association and Groups shall include the following notice prominently on advertisements and websites and shall identify themselves or their activity as either:

A [e.g. club, service, activity] of the SUS (Science Undergraduate Society) "an undergraduate students' association at McGill University"

-or-

"Operated by the SUS (Science Undergraduate Society), an undergraduate students' association at McGill University."

- 6.5. Neither the Association, nor any of its Groups shall use or integrate the tradename, emblems or trademarks of the University with the name, emblems or trademarks of the Association or Groups.
- 6.6. For **event-specific permission** to use the name, emblems or trademarks of the University, the Association shall obtain express prior written permission from the Deputy Provost (Student Life and Learning) of the University. Permission shall be granted at the University's discretion and, where granted, is time-limited and not assignable. The University reserves the right to withdraw such permission at any time and for whatever reason.
- 6.7. The Association shall provide the Deputy Provost (Student Life and Learning) with an updated **List of Groups**.

Notwithstanding, any change to the **List of Groups** appearing in **Appendix G** (including any additions or deletions, or changes to a Group's name or to its described activity) shall be brought to the attention of the Office of the Deputy Provost (Student Life and Learning). The change shall be confirmed by the Deputy Provost (Student Life and Learning) after receiving the notice of change.

- 6.8. The Association acknowledges and accepts that any new Group of the Association shall adopt a name in one of the **Approved Forms for Group Names**, as set out in the category of activity in accordance with the **Recitals in Appendix G**, and approved by the University.
- 6.9. The Association shall ensure that all Groups are made aware of the conditions of the use of the University name and trademark, as outlined in this Agreement and the Association shall correct any misuse within two (2) weeks from the Association becoming aware of the misuse.

7. CONTRACTS AND LEGAL PROCEEDINGS

- 7.1. Any acts, contracts, and legal proceedings involving either party shall be the exclusive responsibility of that party.
- 7.2. Neither party shall enter into nor execute any cheques, contracts, documents, instruments, receipts, leases or other agreements in the name of the other party or in any way engage the liability of the other party thereon by any other means.
- 7.3. The Association shall not solicit or receive any gift, grant or bequest in the name of the University without the prior written consent of the University.
- 7.4. Should any legal proceedings or claims be taken or made against one party as a result of an act of the other, the said legal proceeding or claims shall be immediately referred to the other party which shall deal with it in a timely manner and at its own expense. Any costs or expenses incurred by the party for such legal proceedings or claim including, inter alia, any legal fees, condemnation, order, settlement, interest, judicial and extra judicial fees and costs, shall be entirely at the charge of the other party.
- 7.5. Either party shall have the option of engaging its own legal counsel to intervene in any legal proceedings in respect of the other party where its interests are involved. In such a case, all expenses, extra judicial fees and disbursements shall be borne exclusively by the party that has invoked this option.

8. RIGHT TO SET OFF

- 8.1. Should the University, following due notice to the Association, be required to pay any of the charges, costs, expenses, debts and claims which are by these presents to be borne exclusively by the Association, or should the Association be in any way indebted to the University, the University is authorized to collect or set off the said amount against the funds paid or payable to the Association hereunder.
- 8.2. In accordance with the present Agreement:
 - a) The University must provide the Association with a written notice of the charges, costs, expenses, debts and claims providing complete details and documents relating thereto.
 - b) The Association shall have thirty (30) working days (or 60 calendar days between period May 1 and August 31) after the receipt of such notice in which to resolve and/or remedy the matter.
 - c) The University shall exercise its best effort to inform the Association as soon as possible within the same budget year (defined as the period June 1 to May 31) of any charges, costs, expenses, debts and claims on the part of the Association under this clause.

9. LIQUOR PERMITS

- 9.1 The Association shall apply for and maintain in its name necessary reunion liquor permits for any event, it and any of its groups, may hold from time to time for its own purposes.
- 9.2 The Association recognizes and reaffirms its commitment to respect article 39 of the *Quebec Act Respecting Liquor Permits (chapter P-9.1)* that specifies the Association may only hold a **reunion class liquor permit**, as defined in article 33 of the Quebec Act Respecting Liquor Permits (chapter P-9.1) for events held within University buildings or anywhere on University property. The hosting of such events is subject to prior express approval of the University and such other conditions as set from time to time.
- 9.3 The Association shall exercise its permits in accordance with all laws, municipal and government regulations and well as all internal requirements and policies of the University and appropriate standards of conduct, that include, but are not limited to those relating to:
- a. hosting on campus events only in approved University locations;
 - b. advertising these campus events, and the cost of alcohol, in accordance with the law;
 - c. purchasing, storing (as applicable) and serving the alcoholic beverages at these events in accordance with the law;
 - d. adhering to all requirements with respect to building, fire, security and room capacity.
- 9.4 The Association shall hold harmless the University for any and all claims, fees or fines arising from its exercise or omission to exercise its rights and duties under such permits and as host of these events.
- 9.5 The Association shall ensure that the events hosted by the Association shall include activities that allow members to socialize without requiring the purchase or consumption of alcohol for participation in the activity or event.

10. REPRESENTATIONS OF THE ASSOCIATION

10.1. The Association represents warrants and covenants that:

- 10.1.1. the charter documents, constitution and by-laws of the Association consist entirely of the documents remitted to the University concurrently with the execution of the present Agreement and which appear as **Appendix C**. The Constitution and by-laws of the Corporation are provided for reference purposes. The parties agree that no clause in the Constitution or By-laws shall modify or supersede this Agreement;
- 10.1.2. a referendum of the Association members has been duly held in accordance with its constitution approving the existing Association Fees and such referendum continues to bind the Association and its members;
- 10.1.3. it has amended its policies and procedures to provide for conflict of interest provisions respecting the hiring of employees, contracts with related parties and the administration of its affairs;
- 10.1.4. it is and shall maintain its status as a corporation under Part III of the *Quebec Companies Act* whose membership is limited to regularly registered undergraduate science students.
- 10.1.5. Directors and Officers of the Association are undergraduate degree students of the University, registered in no fewer than 18 credits throughout the 18 consecutive months prior to their **initial** election, and as such they shall be subject to the *Code of Student Conduct and Disciplinary Procedures*.
- 10.1.6. The Association commits to dealing, as best it sees fit, with improper behaviour of its officers and board members, especially in cases that impact the ability of such individuals to carry out their roles, their credibility in such roles, or the reputation of the University by association with SUS. In doing so, the Association will respond promptly confirming receipt within 48 hours of any request from the University for the Association's Executive Committee to discuss the behavior of a particular Officer. The University will keep this response in strict confidentiality.
- 10.1.7. all financial records, books and accounts of the Association shall be maintained in accordance with generally accepted accounting principles consistently applied.

- 10.1.8. The Association shall provide the Deputy Provost (Student Life and Learning) by December 1 each year :
- i. the Association's **Annual Declaration of Incorporation** as proof that the Association has maintained its incorporated status;
 - ii. a copy of the Association's annual **Audited Financial Statements** prepared in accordance with Article 5 herein;
 - iii. a copy of the annual **Certificate of Insurance** obtained in accordance with Article 4 herein;
 - iv. by Sept 30th , a copy of a complete **up-to date Appendix G**, as at September 30th, listing all Association Groups for the following academic year in accordance with Article 6 herein and the Recitals appearing in **Appendix G**; and
 - v. any changes to the documents remitted to the University concurrently with the execution of the present Agreement, at least once per year.

11. EVENT OF DEFAULT

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

- 11.1.1. when either the Association or the University breaches a term or condition of the present agreement or of any other agreement between the Association and the University;
- 11.1.2. when the Association violates its charter, constitution or by-laws, or any duly approved regulations, rules or policies of the University some of which appear at www.mcgill.ca and in particular those in the University Administrative Handbook located at <http://www.mcgill.ca/adminhandbook>
- 11.1.3. when in the course of or subsequent to an audit, the Association's auditors reports material fraud, error or misstatement of the books or financial records, accounts or corporate affairs of the Association;
- 11.1.4. when the Association ceases to operate, dissolves, modifies its status, makes any general assignment for the benefit of the creditors, takes the benefit of any insolvency or bankruptcy act or if a receiver or trustee be appointed for the property of the Association or any part thereof.

- 11.2. In the event of default, the defaulting party shall be entitled to written notice of default and upon receipt of such notice, shall have 30 working days (or 60 calendar days between period May 1 and August 31) within which to remedy such default.
- 11.3. In the event of a dispute over the existence of a default, either party shall be entitled to submit the dispute to arbitration by giving the other party written notice no later than 90 calendar days from the date of the notice referred to in Section 11.2. Such notice shall suspend the delay granted to remedy the default referred to in Section 11.2.
- 11.4. Submission to arbitration shall be made in accordance with the provisions of the Quebec Code of Civil Procedures (Sections 620 and following) to one arbitrator chosen by the parties. The fees and expenses of the arbitrator shall be shared equally between the parties.
- 11.5. Notwithstanding section 11.3, the parties agree that it is in their best interest to resolve any dispute amicably. The parties agree to engage in an open and respectful dialogue between the Deputy Provost (Student Life and Learning) and the President of the Association with the aim of arriving at an amicable resolution of the dispute.
- 11.6. Any condition of default shall be subject to a prescription period of three (3) years.

12. REMEDIES

- 12.1. Upon the confirmation of the occurrence of a default by either party, in accordance with section 11, the present Agreement may be resiliated forthwith upon written notice to the defaulting party.
- 12.2. Upon the confirmation of the occurrence of an event of default by the Association, in accordance with section 11, all funds for the accounts of the Association shall be allocated to an interim trust fund ("Trust Fund") administered by the University and overseen by a committee of five (5) members comprising of two University representatives, two Association representatives and chaired by a person selected by agreement of the parties. The Committee shall oversee the administration of the Trust Fund until such time as the Association has been restructured and reinstated.
- 12.3. It is expressly agreed that such resiliation shall be in addition and without prejudice to all other rights as provided by law or herein.

13. STUDENT PUBLICATIONS

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

13.1.1 The Association may publish in paper or electronic format a newsletter to its members.

13.1.2 The Association may distribute the Publication on the Montreal campus at no cost by leaving copies at defined locations in the buildings as designated by the University. The list of Approved Locations appears as **Appendix D**. No changes shall be made to this list without the approval and authorization of the Deputy Provost (Student Life and Learning).

13.1.3 the Publications shall display on the title page, the Association's logo and the name of the Publication as well as the following notice immediately below the Publications' name:

"Published by the SUS (Science Undergraduate Society).

13.1.4 the Publication shall also contain the following notice on the second page in at least 9-point font, or on the Publication's website:

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

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

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

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

13.5 The Association will not create new publications without the prior approval and authorization of the Deputy-Provost (Student Life and Learning).

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

14 BUSINESS ACTIVITIES

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

- 14.1 The Association is entitled to engage in the revenue-generating activities as listed in **Appendix E**. The Association must receive the University's prior written approval for changes in the use of University space for revenue-generating activities as listed in **Appendix E**.
- 14.2 The Association must have the University's prior written agreement in signing any contracts or agreements with external parties, for Association's business purposes that lead to the use of University space and/or facilities by such external parties.
- 14.3 When University space and/or facilities are used for business activities, the University must be reimbursed appropriately for the costs associated with the use of such space and/or facilities; these may include but not be limited to the payment of electricity, janitorial and maintenance charges. The University shall provide the Association details and documents of such charges, upon request.
- 14.4 Any University space or facilities used for business activities may be subject to a lease or other formal arrangement that may include the payment of rent.
- 14.5 All costs, taxes and fees associated with the use of the space or facilities that may become due is the responsibility of the Association.
- 14.6 The University and the Association will undertake to discuss contracts or agreements with external parties regarding certain business activities which may lead to the recovery of costs for the University as well as generate sufficient income to the benefit of both the University and the Association.

15 LOCATION

- 15.1 In accordance with its status as a recognized student association, the University shall provide the Association with a room at no charge that shall constitute an office from which to conduct its activities. The location of this room shall be on or around the Montreal campus of the University and shall constitute the Association's principal premises. The current location of this room appears in **Appendix F**.
- 15.2 The University further grants to the Association the use of the University space and/or facilities appearing in **Appendix F** at no charge for the term of this Agreement only for the stated purpose. No change may be made to the use of the space and/or facilities without the express prior approval of the Deputy Provost (Student Life and Learning).
- 15.3 Any request for additional space shall be made to the Deputy Provost (Student Life and Learning) and shall be subject to availability. All such space shall be confirmed in writing by the Deputy Provost (Student Life and Learning) whose confirmation shall constitute an amendment to this Agreement.
- 15.4 The University reserves the right to bill the Association for any extraordinary cleaning or repair necessitated as a result of an Association-sponsored activity in University premises listed in either **Appendix E** or **F**.
- 15.5 Subject to six (6) months notice, sent no later than September 1 and no earlier than April 30 with a copy to the Deputy Provost (Student Life and Learning), the Association shall vacate the space at the University's request should the University deem it necessary or advisable to use the space for other University purposes.

16 TELEPHONE, MAIL AND E-MAIL

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

- 16.1 to purchase telephone services from the University, including the "398" exchange number, long distance services, internal switching and University directory listings. No equipment other than that provided by McGill Network and Communications Services may be attached to lines provided by McGill
- 16.2 to purchase backbone connectivity and internet access for their computers. This does not include a right to webcasting. This may be subject to a separate agreement.
- 16.3 to use the University's e-mail system subject to the Association, its employees, officers and volunteers respecting University policies including but not limited to the ***Policy on the Responsible Use of McGill Information Technology Resources***.

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

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

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

17. STAFF STATUS

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

18. TEXTBOOKS AND CASEBOOKS

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

Notwithstanding the generality of the foregoing, the University acknowledges that the Association sells course packs and that these are produced solely by the University's authorized publisher, which complies with the University's agreement with *Copiebec*. For the term of this Agreement, the Association shall be entitled to sell course packs produced by student or the University's authorized publisher. It is the University's intention to allow the Association to continue to sell casebooks after the expiry of the present agreement.

The reproduction and distribution of lab manuals and any notes produced by the Note Taking Club ("NTC") are not subject to this provision, nevertheless the SUS shall be required to deal directly with the authors to secure consent and to pay such royalties as their agreement provides.

19. TERM AND REVIEW

The term of the present agreement is five (5) years beginning on final signature and ending on **May 31, 2026**. 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.

20. NOTICE

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

21. **ENTIRE AGREEMENT**

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

22. **LANGUAGE**

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

AND THE PARTIES HAVE SIGNED:

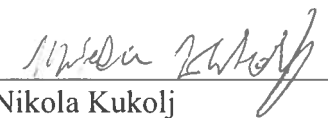
THE SCIENCE UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY INC

Per


Rohan Bhutkar
President

30^m/03/2022
date

Per:


Nikola Kukolj
Vice-President (Finance)

30/03/2022
date

McGill UNIVERSITY

Per:


Professor Fabrice Labeau
Deputy Provost
(Student Life and Learning)

17/02/2022
date

Per:


Professor Bruce Lennox
Dean of Science

08/03/2022
date



2022/02/17

APPENDIX A

Association Fee Schedule in accordance with Article 1 of this Agreement

As of March 2021

All Undergraduate Students on the Downtown Campus

Description	Amount	Start Date	End Date	Next referendum date	Opt out
<u>Students' Society Membership Fee</u>	\$15.50 Full-time (9 and over credits) - BSc students				No
	\$7.75 Part-time (less than 9 credits) - BSc students				No

Other Fees:

SUS Lab Improvement Fund	\$25 FT/12.50 PT	2010-09	2024-01	2021-09	Yes
SUS Research Award Fund	\$1 FT/0.50 PT	2010-09	2024-01	2021-09	Yes
SUS Work Study Fund	\$8.75FT/4.38 PT	2012-09	2022-01	2021-09	Yes

Excluding: a) continuing education students (i.e. members of MACES)
 b) all exchange students (i.e. who do not pay fees to McGill)

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

Amount of Association Fees Collected	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
\$0-\$99,999	580	596	612	629	646
\$100,000-\$149,999	869	893	917	942	967
\$150,000-\$199,999	1160	1192	1224	1258	1292
\$200,000-\$249,999	1449	1473	1497	1521	1546
\$250,000 or more	2029	2062	2096	2130	2165

Rate of increase based on the average base rate of indexation of compulsory institutional fees (FIO) for the past five years, rounded to the nearest dollar. The average for the years 2016 to 2020 is 2.72 percent.

APPENDIX F

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

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

Burnside Hall Room 1B21

- In accordance with article 15.2, the University further grants to the Association the use of the following University space and/or facilities at no charge for the term of this Agreement and for the stated purpose. All space is granted for temporary use on a year- to- year basis.

-

Burnside Hall Room 1B16, 17, 18, 19 and 22

- Room 1B20 has been temporarily assigned to the Department of Mathematics and Statistics for the use of SUMS.

APPENDIX G

LIST OF ASSOCIATION'S GROUPS

PART 1: RECITALS

A. Definitions:

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

B. The Association confirms:

- i. that the list below represents the **full list of the Association's Groups** as at **November 1, 2021**;
- ii. that names appearing in the first column entitled “Names” are the **Names approved by the Association**;
- iii. that the **Description of Purpose** is the purpose approved by the Association for the stated Group, and
- iv. that the dates appearing in the column entitled **Year Approved** are the dates of the creation of the Groups by the Association.

C. The Association acknowledges and accepts that going forward (effective June 1, 2022) all **new** Groups shall adopt one of the following **Approved Forms for Group Names**, **subject to the category of activity**:

Category I: For Groups other than those affiliated or affiliating with external organizations

- McGill Students [*insert e.g. Investment Club*], or
- McGill [*insert e.g. Marketing; Pakistani*] Students' Association, or
- [*insert e.g. Pakistani*] Students' Society, or
- SUS [*insert*], or
- [*insert e.g. Korean Martial Arts Club*] – SUS

Category II: For Groups affiliated or affiliating with an external organization including political parties

- McGill (Science) Students for [e.g. Make a Wish], or
- McGill (Science) Students Supporting [e.g. Make a Wish], or

- McGill Students' Chapter of [e.g. Make a Wish, or
- SUS - [e.g. Make a Wish, Cystic Fibrosis etc.] or
- [e.g. Make a Wish, Cystic Fibrosis etc.] - SUS

Category III For Sports Clubs or Teams

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

Category IV: For Association Services and Media

- McGill Students [*insert e.g. Marketing Club*], or
- SUS [*insert e.g. tutorial service*], or
- [*insert e.g. Tutorial Service*] – SUS

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

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

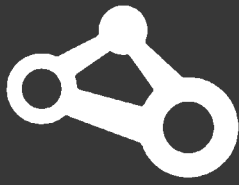
- E. Those Groups listed below that have the name "McGill" in their names are permitted to continue to use the McGill name in their names only as appearing below and only for the stated purpose. The University reserves the right to withdraw its permission for a club to use the McGill name in the club's name at any time and for whatever reason, upon prior notice to the Association and discussion.
- F. Any change to the list (including any additions or deletions to the list) or change to the name of a club or to its purpose or activity shall be brought to the University's attention by the Association and the change to **Appendix G** shall be confirmed by the Deputy Provost (Student Life and Learning) within two weeks of receiving the notice of change.
- G. Only one email address for each club, group or service may be requested and shall take the form: [initials].sus@mail.mcgill.ca

APPENDIX C

Documents in accordance with Article 10 of this Agreement

Includes copies of:

- i. Constitution and By-laws
- ii. Annual Declaration of Incorporation
- iii. Copy of the Insurance Certificate
- iv. Copy of the Audited Financial Statements
- v. Copy of the Association's Approved Logo



**SCIENCE
UNDERGRADUATE
SOCIETY**

CONSTITUTION

Amended Dec 2020

CONSTITUTION
SCIENCE UNDERGRADUATE
SOCIETY (SUS)

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Preamble

Representation The SUS shall act as an organization to represent and promote the welfare and interests of all students in the Faculty of Science and Faculty of Arts and Science at McGill University. It shall serve as the official voice of the undergraduate Science students at McGill and shall always act in their best interests. The SUS shall also act as an umbrella organization to coordinate and support the departments in the Faculty of Science and provide them with the resources to best represent and provide for their members. **Service** The SUS shall provide activities and services to enhance the educational, cultural, and social conditions of its members. The Society shall be recognized by its members and the Students' Society, Senate, and Board of Governors of McGill University as representative of all undergraduate science students at McGill University (Downtown campus).

Article 1: Interpretation

- 1.1 In the case of disagreement in the interpretation of the English and French versions of this constitution, the English version will take precedence.

- 1.2 In the event of a conflict between the Constitution of a Departmental Society and the Constitution and By-laws of the Society, the Constitution and By-laws of the Society shall take precedence. In the event of a contradiction between the Constitution and the By-laws of the Society, the Constitution shall take precedence.
- 1.3 In the case of conflict between the Constitution and Quebec law, Quebec law will take precedence.
- 1.4 Words in the singular include the plural and vice versa.
- 1.5 The preamble shall form an integral part of the Constitution.

Article 2: Definitions

- 2.1 “**Academic Year**” shall begin the first day of classes of the fall semester and end the last day of classes in the fall semester. It will resume on the first day of classes of the winter semester and end on the last day of classes of the winter semester as defined by the McGill Calendar;
- 2.2 “**By-law**” shall be any of a set of rules adopted by the Society, a standing committee of the Society, or a General Assembly for governing its own meetings or affairs; 2.3 “**Coordinator**” shall refer to any person appointed to run a Society Organizing Committee or as editor of a Society Publication;
- 2.4 “**Departmental Society**” shall be the group of Society members representing students within the department;
- 2.5 “**Executive**” shall refer to the Executive Committee of the Society established in accordance with Article 8 of the constitution;
- 2.6 “**General Assembly**” shall refer to the body of the Society, as established in accordance with Article 17 of the constitution;
- 2.7 “**General Council**” shall refer to the body of the Society, as established in accordance with Article 6 and Article 7 of the Constitution;
- 2.8 “**Member**” shall mean any person satisfying the requirements for membership to the society in accordance with Article 3 of the Constitution;
- 2.9 “**Policy**” shall refer to an independent motion passed by the General Council or Executive Committee which is intended to provide a guideline for the conduct of the Society or Executive Committee;
- 2.10 “**Senate**” shall refer to the Senate of McGill University.
- 2.11 “**Society Membership Fee**” shall mean the fee paid by all members. 2.12 “**Speaker of Council**” shall preside over the General Assembly and meetings of the General Council, as well as any other relevant Committees as outlined in the By-laws. 2.13 “**SSMU**” shall refer to the Students' Society of McGill University. 2.14 “**SUS**” and “**Society**” shall mean the Science Undergraduate Society (SUS) of McGill University or l'Association Étudiante de la Faculté des Sciences de premier cycle de l'Université McGill (AEFSPCUM);
- 2.15 “**CRO**” shall refer to the Chief Returning Officer, who shall be responsible for the conduct and execution of the elections and referenda according to the articles in the Constitution and By-laws.
- 2.16 A “**Simple Majority**” is defined as fifty percent (50%) of votes cast plus one. An

abstention shall count towards quorum but not count as a vote cast.

Article 3: Membership

3.1 Members of the Society shall be all students currently registered at McGill University (Downtown campus) in the Faculty of Science and the Faculty of Arts and Science, subject to payment of fees prescribed in Article 4.

Article 4: Membership Fees

4.1 The Fiscal Year of the Society shall be from the first (1st) of May to the thirtieth (30th) of April the following year.

4.2 All members shall pay a Society Membership Fee, as adopted by way of a Referendum.

4.3 Any change in the Society Membership Fee shall be subject to ratification by the Society's members voting in a referendum called for that purpose.

4.4 A percentage of the Society Membership Fee shall be designated for distribution via the Equalization Fund to the departments. The amount shall be stipulated in the Financial By-laws.

Article 5: Finances of the Society

5.1 There shall be a set of Financial By-laws of the Society governing the finances of the Society. The Society shall not operate at a deficit, always remaining above the amount stipulated in the Financial By-laws.

5.2 The Society shall be subject to an audit, by a third party, at the end of every fiscal year.

5.3 The accounts of the Society shall be maintained according to standard accounting practices and shall be available to the membership once audit of that fiscal year has taken place.

Article 6: Members of the General Council

6.1 The General Council shall consist of:

6.1.1 The members of the Executive as defined in Article 8.

6.1.2 A representative of each of the Science Faculty's departmental associations, to be chosen in accordance with each association's constitution.

6.1.3 The Science representatives to SSMU Council, as elected in accordance with Article 13.

6.1.4 The Science representatives to the Senate.

6.1.5 The Speaker of Council.

6.1.6 One (1) representative of the SUS Equity Commissioners

- 6.2 No member of the Society may concurrently hold more than one position on the General Council.
- 6.3 Each member of the General Council has the right to one (1) vote. The Speaker of Council and Executive Administrative Officer shall be non-voting members and not have the right to vote at meetings of the General Council. All questions submitted to the Legislative Council shall be decided by Simple Majority, unless otherwise provided for.
- 6.4 Quorum for a meeting of the General Council shall be fifty percent (50%) of its voting members.

Article 7: Powers and Duties of General Council

- 7.1 The General Council is the governing body of the Society and as such shall:
- 7.1.1 Maintain the longevity of the Society
 - 7.1.2 Recognize the authority of the Society's constitution.
 - 7.1.3 Ensure that the aims of the Society are met.
 - 7.1.4 Uphold the views of the students it represents.
 - 7.1.5 Be empowered to make all decisions on behalf of the Society.
 - 7.1.6 Adopt the Society's annual budget.
 - 7.1.7 Establish Committees of Council when and where it deems necessary.
- 7.2 Regardless of their terms of office in any other related functions, the term of members of the General Council shall be from May first (1st) to April thirtieth (30th). 7.2.1. First Year Undergraduate Science Society and Med-P Dent-P Student Association members are excluded and may maintain an interim position until the incoming members have been elected.
- 7.3 The General Council shall have the power to mandate the votes of the representatives to SSMU and senator.
- 7.4 The General Council may, by way of a resolution, create permanent and ad-hoc committees as necessary, which shall have the powers and responsibilities as determined by the General Council.
- 7.5 Meetings of the General Council shall be held at least once every two (2) weeks during the academic year with the exclusion of holidays stipulated by the University. The President or any eight (8) members of the General Council may call a meeting of the General Council with forty-eight (48) hours notice.
- 7.6 Meetings of the General Council shall be conducted by Robert's Rules of Order and presided over by the Speaker. The meetings shall be governed by the General Council By-laws.
- 7.7 With the exception of closed sessions, General Council meetings will be open to the public in a non-voting capacity.

7.7.1 Only members of the General Council, as stipulated in Article 6.1, shall be permitted to attend a closed session.

7.7.2 Items discussed in a closed session may be disclosed to the membership if a motion to do so is passed with a two-thirds (2/3) majority of the council members present at said closed session.

7.8 Quorum for a meeting of the General Council shall be fifty percent (50%) of its voting members.

7.8.1 If the designated representative is unable to attend a scheduled meeting, it is that representative's responsibility to send a proxy from their council.

7.8.2 If an appropriate proxy cannot be found, notice must be given to the Executive Administrator with a valid excuse.

7.8.3 Any unexcused absences or absences without a valid excuse shall be reported to the President of the council in question.

7.8.4 Three unexcused absences over the course of the year shall result in a loss of funding and privileges for the council in question for the upcoming semester.

7.8.4.1 Funding includes Equalization payments and access to any funds available through an application.

7.8.4.2 Privileges include but are not limited to table booking in Burnside Basement and room bookings coordinated through the Executive Committee.

7.8.5 Funding and privileges will be restored after one full semester without violating Article 8.1.4 or by a two thirds (2/3) majority vote by the Executive Council.

Article 8: The Executive Committee

8.1 There shall be a committee of the General Council called the Executive Committee, which shall govern the Society between meetings of the General Council in a manner consistent with policies set out by the General Council.

8.2 The Executive Committee shall be composed of:

8.2.1 The President

8.2.2 The Vice-President, Academic

8.2.3 The Vice-President, Finance

8.2.4 The Vice-President, Internal

8.2.5 The Vice-President, External

8.2.6 The Vice-President, Communications

8.2.7 The Vice-President, Sustainability

8.2.8 The Executive Administrator

8.3 All elected members of the Executive Committee, shall have one (1) vote on the Executive Committee.

8.4 All members of the Executive Committee are mandated to have at least two (2) office

hours per week during the academic year.

Article 9: Powers and Duties of the Executive Committee

- 9.1 All members of the Executive Committee shall be bound by this Constitution and By-laws, and must act in the best interest of the Society.
- 9.2 All members of the Executive Committee shall meet at least once every two (2) weeks during the academic year, with the exclusion of holidays stipulated by the University.
- 9.3 The Executive Committee shall have all the powers of the General Council between meetings of General Council except that it shall not vote on motions to amend this Constitution and By-laws.
- 9.4 The minutes of all resolutions and actions of the Executive Committee taken between General Council meetings must be made available to the General Council.
- 9.5 Incoming members of the Executive Committee shall attend meetings of General Council and General Assembly immediately upon election or appointment.
- 9.6 Incoming members of the Executive Committee should prepare, in conjunction with incumbent members, draft budgets before the incumbents' term ends and send them to the incumbent Vice President Finance.
- 9.7 The **President** shall:
 - 9.7.1 Be elected and hold one (1) vote on the General Council.
 - 9.7.2 Coordinate and supervise the affairs of the Society.
 - 9.7.3 Be the official spokesperson for the Society.
 - 9.7.4 Act as internal ombudsperson for the Executive Committee.
 - 9.7.5 Ensure all Executive Committee members fulfill their constitutional duties.
 - 9.7.6 Hire and supervise the Speaker of Council, Chief Returning Officer, SUS Equity Commissioner(s) and Accountability Director.
 - 9.7.7 Call all meetings of General Council and General Assembly.
 - 9.7.8 Call and preside over meetings of the Executive Committee.
 - 9.7.9 Be responsible for the organization of the annual Executive Orientation.
- 9.8 The **Vice-President, Academic** shall:
 - 9.8.1 Be elected and hold one (1) vote on General Council.
 - 9.8.2 Be responsible for all educational and curricular concerns of the Society.
 - 9.8.3 Be responsible for the representation of the Society at meetings of the Faculty of Science and Academic Committee.
 - 9.8.4 Ensure that the President fulfills their constitutional duties.
- 9.9 The **Vice-President, Finance** shall:
 - 9.9.1 Be elected and hold one (1) vote on General Council.

9.9.2 Advise the General Council on all financial matters of the Society. 9.9.3 Prepare the Society's budget, including the budgets of the Society's committees, in accordance with the Financial By-laws of the Society.

9.9.4 Keep proper accounts and records in accordance with the Society's By-laws. 9.9.5 Prepare a year-end financial statement by the first (1st) of November. 9.9.6 Be responsible for the prompt and proper filing of tax and insurance papers. 9.9.7 Be responsible for the Society's corporation and the adherence of the Society to corporate responsibilities as outlined by Quebec/Canadian corporate laws.

9.9.8 Be responsible for relationships with government.

9.9.9 Chair the Finance Committee.

9.10 The Vice-President, Internal shall:

9.10.1. Be elected and hold one (1) vote on General Council.

9.10.2. Be responsible for the organization of social, cultural, and other activities for the members of the Society.

9.10.3. Ensure all social, cultural, and other events are in accordance with the Equity Policy By-laws.

9.10.4. Represent the Society at all Orientation Week related meetings. 9.10.5. Promote inclusivity and sustainability in all events organized by the Society.

9.11 The Vice-President, External shall:

9.11.1 Be elected and hold one (1) vote on General Council.

9.11.2 In conjunction with the President, represent the Society to outside bodies and individuals.

9.11.3 Be responsible for matters relating to the interaction of the Society with outside groups except for the press and government.

9.11.4 Be responsible for maintaining relationships with student organizations at the provincial, federal, and international levels and with other science student societies of other universities.

9.11.5 Liaise between the Executive Committee and SUS Clubs, Services, and McGill Science Computer Taskforce.

9.12 The Vice-President, Communications shall:

9.12.1 Be elected and hold one (1) vote on General Council.

9.12.2 Be responsible for the proper publicity of all Society services and events. 9.12.3 Be responsible for the maintenance of all the Society's web outlets, including but not limited to the Society's Facebook page and website.

9.12.4 Be responsible for the coordination and distribution of the Society's listserv and first-year handbook.

9.12.5 Be responsible for relations between the Executive Committee and departments.

9.12.6 Be responsible for the implementation of the Clubs By-laws and Services By-laws.

9.12.7 Be responsible for the allocation of the Clubs Fund.

9.12.8 Be responsible for overseeing First Year Undergraduate Science Society's appointment and operation.

9.13 The **Vice-President, Sustainability** shall:

- 9.13.1 Be elected and hold one (1) vote on the General Council.
- 9.13.2 Promote the social and environmental sustainability of the Society and its members.
- 9.13.3 Be responsible for the Society's philanthropic endeavors.
- 9.13.4 Promote inclusivity and sustainability in all events organized by the Society.
- 9.13.5 Promote and create mental health and self-care initiatives.

9.14 The **Executive Administrator** shall:

- 9.14.1 Be appointed to the Executive Committee.
- 9.14.2 Ensure the proper maintenance of the Executive Committee office.
- 9.14.3 Assist in management and improvement of the Society's spaces and spaces utilized by undergraduate Science and Arts & Science students.
- 9.14.4 Be responsible for the official transcription of all Executive Committee and General Council meetings.
- 9.14.5 Be responsible for the official transcription of all General Assemblies.
- 9.14.6 Ensure the proper internal publicity of the Executive Committee and General Council affairs and meetings.
- 9.14.7 Maintain all relevant documentation including, but not limited to Terms of Reference for departments, Constitutions, and Bylaws as well as the departmental minutes repository.
- 9.14.8 Be responsible for sending minutes of the Executive Committee meetings to members of the Society, upon request.

9.15 In the event of the resignation or impeachment of the President, one of the Vice Presidents, or representative to SSMU, a replacement shall be chosen according to the procedure outlined in Article 19.6.

9.16 Quorum for an Executive Committee meeting shall be fifty percent (50%) of its voting members.

Article 10: Departmental Societies

10.1 The SUS shall recognize, at most, one (1) departmental society from each department of the Faculty of Science, and one (1) society representing First Year Science students.

10.2 Each departmental society must have a Constitution which defines its name, membership, purpose, and structure. Said Constitution must be submitted to the SUS VP Communications at the beginning of each academic year.

10.2.1 Amendments to departmental constitutions must be passed through the General Council with a two-thirds (2/3) majority vote .

10.3 Each departmental society must be audited along with the third-party audit of the Society's budget, as outlined in Article 5.2 and the Financial By-laws.

10.4 The departmental societies shall be considered as part of the Society and be bound by

the Memorandum of Agreement with the University, as well as the rules, regulations, and policies of the Society. In cases of dispute the Constitution and By-laws of the Society shall take precedence, as outlined in Article 1.2.

10.4.1 Any contract entered into by the departments with an external company must be presented to the VP External one (1) week prior to the contracts' signing solely for the purpose of ensuring there are no conflicts with existing contracts signed by the Society.

10.4.2 All contracts signed by the departments must be co-signed by both the VP External and either the President or VP Finance of the Society.

10.4.3 Departmental societies may not issue their own compulsory student fee, independent of the Society's base fee.

10.5 Each member of the departmental executive committee, including any representatives must undergo equity training prior to November 1st of their term.

10.5.1 This bars FUSS and MDSA who must complete equity training by January 1st of their term.

10.5.2 Should a departmental executive or representative be elected or appointed after their November 1st deadline, they must also complete equity training by January 1st of their term.

10.6 Each departmental society shall have one (1) vote at General Council.

10.7 If any departmental society does not conform to Article 10.1, 10.2, 10.3, 10.4, and 10.5, the departmental society shall cease to be recognized by the Society, and shall lose all rights and privileges associated with being a recognized departmental association of the Society.

10.8 Each departmental society must submit all meeting minutes from all council meetings to the SUS Executive Administrator one week after the conclusion of the meeting.

10.8.1 Failure to comply with this directive for three consecutive weeks will result in loss of funding and privileges for the council in question for the pertinent academic term as follows:

10.8.1.1. Funding includes equalization payments and access to any funds available through an application.

10.8.1.2. Privileges include, but are not limited to, table booking in Burnside and room bookings coordinated through the Executives.

10.8.1.3. Funding and privileges will be restored after one full term without violating this section of the bylaws or by a two-thirds (2/3) vote of the Executive Committee or the General Council.

10.8.1.4. Funding may be restored retroactively in exceptional circumstances by a two-thirds (2/3) vote of the Executive Committee or the General Council.

10.8.1.5. Power of enforcement of Article 10.8 shall lie with the Executive Administrator.

Article 11: Duties of the Representative to SSMU

11.1 SUS representatives to SSMU must be accountable to the Society. They shall:

- 11.1.1 Be elected and hold one (1) vote on General Council.
- 11.1.2 Be a voting member of SSMU Legislative Council and be bound by the SSMU Constitution and Bylaws.
- 11.1.3 Serve as a liaison between Science students and the SSMU.
- 11.1.4 Represent the views of the General Council to the SSMU Legislative Council.
- 11.1.5 Report on all relevant decisions and discussions of the General Council to SSMU and of SSMU to the General Council.
- 11.1.6 Hold at least two (2) hour of office hours per week during the academic year.

11.2 Representatives to SSMU may have their vote on SSMU Council mandated by the General Council, as stipulated in Article 7.3.

11.3 Representatives to SSMU must be able to sufficiently justify their vote on SSMU Council to the General Council.

Article 12: Duties of the Science Senator

12.1 The Science Senator must be accountable to the Society. They shall:

- 12.1.1 Be elected and removed from office as per SSMU By-laws.
- 12.1.2 Hold one (1) vote on General Council.
- 12.1.3 Represent and be guided by the views of the General Council at Senate Meetings.
- 12.1.4 Serve as a liaison between Science students and the Senate
- 12.1.5 Report on all relevant decisions and discussions of the Senate to General Council.

Article 13: Duties of the SUS Equity Commissioners

13.1. There shall be up to 4 hired SUS Equity Commissioners.

13.1.1 All SUS Equity Commissioners shall collectively hold one (1) vote on General Council.

13.1.2 The hiring procedure for the SUS Equity Commissioners shall be outlined in the Equity Policy By-laws.

13.2 The SUS Equity Commissioners shall work as an independent body from the SUS Executive Council.

13.3 The SUS Equity Commissioners shall:

13.3.1 Be responsible for the implementation of the Equity Policy By-laws;

- 13.3.2 Be responsible for the implementation of the Involvement Restriction Policy;
 - 13.3.3 Be responsible for conducting Equity Trainings as outlined in the Equity Policy
- By-laws

Article 14: General Elections

- 14.1. All members of the Society shall be eligible to vote in Society elections. 14.1.1.
 - Only members of the Society enrolled in the Bachelor of Science program (excluding students enrolled in the School of Environment, who have their own SSMU Representative) shall be eligible to vote for the Science Representative to SSMU positions.
- 14.2. Elections shall be conducted in accordance with this Constitution and the Electoral and Referendum By-laws.
- 14.3. Elections shall be won by a simple majority.

Article 15: Electoral Officers

- 15.1 There shall be a CRO who shall be responsible for the conduct and execution of the elections and referenda according to the articles in this Constitution and the By-laws.
- 15.2 To ensure that the CRO shall fulfill their duties with the strictest impartiality, the Executive Committee will appoint one (1) individual who shall conform to the criteria listed below.
 - 15.2.1 The student shall be a U3, or higher, undergraduate graduating student or a student currently enrolled in graduate studies at McGill University.
 - 15.2.2 The student shall not be a full-time or part-time undergraduate student in the Faculty of Science nor shall they be enrolled in a minor in the Faculty.
- 15.3 The CRO shall submit a formal, written report to the Executive Committee within a week after each election or referendum.
 - 15.3.1 This report shall be made available to any member of the Society within five (5) days of a written request.
- 15.4 A decision made by the CRO concerning the interpretation of articles in this Constitution and By-Laws regarding elections and referenda shall be considered binding, subject only to appeal to the General Council.

Article 16 Eligibility in Elections

- 16.1 All members of the Society in satisfactory standing, as determined by the University, shall be eligible to stand for election to the Society Executive positions barring role

specific qualifications as stipulated by the electoral bylaws.

16.1.1 Only members of the Society enrolled in the Bachelor of Science program (excluding students enrolled in the School of Environment) in satisfactory standing, as determined by McGill University, shall be eligible to stand for election to the Science Representative to SSMU positions.

16.2 All elected individuals must remain members of the Society throughout their tenure. If this requirement is not met, the individual in question must resign from position.

Article 17: Procedures of Elections and Referenda

17.1 All members of the Society shall be eligible to vote in Society elections and referenda.

17.2 Elections and referenda shall be conducted in accordance with the Electoral and Referenda By-Laws.

17.3 A referendum may be initiated either by a resolution passed by a two-thirds (2/3) vote of the SUS Council with at least two-thirds (2/3) of the members of the General Council in attendance, or by a petition signed by at least two hundred and fifty (250) members of the Society.

17.4 Referenda passed will remain in effect for at least the rest of the academic year unless the decision is overturned in a subsequent student-initiated referendum.

17.5 Elections and referenda shall be passed by a simple majority.

17.6 All referendum questions must be approved by the CRO to ensure the question is stated fairly and without bias, according to the interpretation of the CRO.

17.7 The quorum for all referenda and elections shall be ten percent (10%) of the members.

Article 18: General Assembly

18.1 The Society shall hold at least one (1) General Assembly per academic year.

18.2 A General Assembly may establish, amend, or rescind any policy of the Society except: 18.2.1 The Constitution of the Society.

18.2.2 Membership fees or other financial matters of the Society.

18.3 A General Assembly shall be convened by the President, either at the request of the General Council or by a request signed by at least one hundred (100) members of the Society.

18.4 General Assemblies shall be chaired by the Speaker of Council.

18.5 At least five (5) days public notice must be given for a General Assembly.

18.6 Quorum for a General Assembly shall be one hundred (100) members of the Society.

18.7 All resolutions passed at the General Assembly must be submitted to an online vote for ratification, as outlined in the Electoral and Referenda By-laws.

18.7.1 Quorum for online ratification shall be five percent (5%) of all members.

18.8 Resolutions adopted by a General Assembly supersede all decisions made by General Council, and may not be overturned by General Council.

Article 19: Appeals Committee

19.1 Appeals to decisions made by the General Council or the Executive Committee shall be filed to the General Council where by an ad hoc committee, hereby referred to as the Appeals Committee shall be formed. This committee shall be composed of:

19.1.1 At least four (4) members of different departmental councils

19.1.2 At least one (1) member of the Constitutional Affairs Committee

19.1.3 The Parliamentarian

19.1.4 The President of the Society

19.1.4.1 Should there be a conflict of interest regarding the President's non-voting position on this committee, the VP Academic or another executive shall fill this role

19.2 The Parliamentarian and President shall preside over the committee in a non-voting capacity while all other members shall have one (1) vote each

19.3 The Appeals Committee shall be the final authority on:

19.3.1. The interpretation of the Constitution and By-laws of the Society.

19.3.2. The interpretation and legality of any motion passed by the General Council or the General Assembly.

19.3.3 The interpretation and legality of referenda.

19.3.4 Any decisions made by the CRO.

19.4 The Appeals Committee shall present their findings to the General Council, at which point the council has the power to declare invalid any act of the Society or its Committees, or decisions of the CRO which deviate from the Constitution and By-laws of the Society.

19.5 All members of the Society shall have the right to petition the Appeals Committee on matters falling within its authority.

Article 20: Removal or Vacancy from Office

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

20.2 A motion to remove a member of the Executive or representative to SSMU must:

20.2.1 Be presented in writing to the Speaker of Council at least one (1) week before a General Council meeting.

20.2.2 The Speaker of Council must present the accused with notice of the motion to impeach on the day the motion is received by the Speaker of Council.

20.2.3 Be signed by at least one-third (1/3) of the members of the General Council, or one hundred (100) of the Society.

20.2.4 Be distributed to all members of General Council at least six (6) days prior to a regular meeting of the General Council.

20.3 Quorum for a motion to remove someone from office shall be two-thirds (2/3) of General Council.

20.4 Passage of a motion to impeach shall require a two-thirds (2/3) majority vote of those present at the General Council meeting.

20.5 Anyone removed from office shall have the right to appeal to the Appeals Committee, as outlined in Article 18.

20.6 In the event of a vacancy in the Executive Committee or representative to SSMU position(s), the Executive Committee will appoint a replacement on an interim basis to be approved by General Council, until a by-election, if deemed necessary by the General Council, is held.

20.6.1 The appointed replacement must pass with a two-third (2/3) approval by the General Council.

Article 21: Language of the Society

21.1 English and French are the official languages of the Society.

21.2 Members of the Society may use either official language at all meetings and in all documentation.

Article 22: Freedom of Information

22.1 All documentation of the Society and all its committees shall be made public.

22.2 Information, documents, and minutes from closed sessions of Council or its committees shall not be made public unless passed by a two-thirds (2/3) majority.

22.3 Requests to see the minutes and documents of the Society and all its committees shall be addressed in writing to the Executive Administrator.

Article 23: Superseding Clause

23.1 This constitution supersedes all previous constitutions of the Society.

Article 24: Language of the Constitution

24.1 The Constitution shall be made available in English and French.

24.2 The Constitution shall respect the principle of gender neutrality at all times.

Article 25: By-Laws to the Constitution

25.1 Appended to this Constitution are a set of By-laws which are adopted by the General Council, providing that such By-laws conform to the principles embodied in this Constitution.

25.2 Quorum for a motion to enact, amend or rescind a By-law of the Society shall be two thirds (2/3) of the members of the General Council.

25.3 Passage to enact, amend or rescind a By-law shall require a two-thirds (2/3) majority of General Council present.

Article 26: Amendments to the Constitution

26.1 Amendments to the Constitution shall be made by means of referendum, as outlined in Article 16.

Article 27 - Conflict of Interest (COI)

27.1 A conflict of interest exists or is apparent when a student government executive's personal or non-professional activities undermine rather than enhance their ability to fulfill and exemplify the responsibilities of their position, as outlined in the pertinent document (SUS or departmental constitution). A Conflict of Interest includes: (a) a real conflict of interest, which exists at the present time; (b) an apparent conflict of interest, which could be perceived by a reasonable, well-informed person to exist, whether or not it is the case; and (c) a potential conflict of interest, which could reasonably be foreseen to exist in the future. Examples include:

27.1.1 The acceptance of gifts from individuals or organizations which are associated with the student council activities of the Executive, with the exception of minor gifts (<\$50) as token courtesies, is not normally permitted.

27.1.2 Preferential treatment: a Concerned Individual using their position to influence a decision so as to further their own personal interests or those of a party with whom they have an Interpersonal Interest.

27.1.3 Use of privileged information which is not generally available to the public for personal interests or those of a party with whom they have an Interpersonal Interest.

27.2 This policy shall apply to the SUS Executive Committee, SSMU Representatives, Science Senator, Executive Administrator, departmental executives, and all other appointed

or elected positions under either SUS or departmental oversight. 26.3 shall detail the policy for SUS Executives and representatives; 26.4 shall detail the policy for departmental executives; and 26.5 shall detail the policy for all other positions.

27.3 SUS Executive, SSMU Representative, Science Senator, and Executive Administrator should not allow an explicit nor apparent conflict of interest to impede or undermine the execution of their responsibilities.

27.3.1 If they perceive such a conflict of interest, they should bring it to the attention of the SUS Executive Committee. The Committee (and SSMU Representatives and Senator) will vote - given the knowledge put forth by the relevant Executive - on whether the circumstances constitute a conflict of interest. The relevant Executive must abstain from this vote. Affirmation as well as mandates regarding a COI require a 50%+1 majority vote.

27.3.2 If any Science/Arts & Science student perceives a conflict of interest at the SUS Executive level, they are entitled to bring forth the circumstances, and present at an SUS Executive Committee meeting. The relevant Executive should also outline their perception of the circumstances. As per 26.3.1, the rest of the SUS Executive Committee (and SSMU Representatives and Senator) will vote on whether the circumstances constitute a conflict of interest.

27.3.3 If a conflict of interest should arise, the relevant Executive should recuse themselves from all decision-making where this conflict of interest may harm the integrity of said decision-making. Knowing violation of this procedure should be grounds for initiation of impeachment procedures.

27.3.3.1 The SUS President is to enforce this.

27.3.3.2 The VP Academic is to enforce this if the President is the Executive with the COI.

27.3.4 If the SUS Executive Committee wishes to pursue a mitigation other than recusal from relevant decisions, they are permitted to do so, upon permission and ratification by a closed session of the General Council.

27.3.5 The Concerned Individual may appeal the decision made by the SUS Executive Committee or the General Council by sending a written notice to the Executive Committee, and will be able to present in front of a closed session of the General Council.

27.4 Departmental executives should not allow a conflict of interest (COI) to impede or undermine the execution of their responsibilities.

27.4.1 If they perceive such a COI, they should bring it to the attention of their departmental council. The departmental council - given the knowledge put forth by the relevant Executive - on whether the circumstances constitute a conflict of interest. The relevant Executive must abstain from this vote. Affirmation as well as mandates regarding a COI require a 50%+1 majority vote.

27.4.2 If any Science/Arts & Science student perceives a conflict of interest at the departmental level, they are entitled to bring forth the circumstances, and present at a departmental council meeting. The relevant Executive should also outline their perception of the circumstances. As per 26.4.1, the rest of the departmental council will vote on whether the circumstances constitute a conflict of interest.

27.4.3 If a conflict of interest should arise, the relevant Executive should recuse themselves from all decision-making where this conflict of interest may harm the integrity of said

decision-making. Knowing violation of this procedure should be grounds for initiation of impeachment procedures.

27.4.3.1 The departmental President is to enforce this.

27.4.3.2 The ranking member - as outlined in the relevant departmental constitution - is to enforce this if the President is the Executive with the COI.

27.4.3.2.1 If no ranking member is identified in a departmental constitution, the departmental council must task one of its Executives with enforcement.

27.4.4 There is an appeals process for both complainants and Executives with potential COIs. If complainants and/or relevant Executives believe that due process has not been followed, or that the decision of the departmental council is not fair, they may make an appeal in writing to the SUS Accountability Committee.

27.4.4.1 The Accountability Committee must compile the department's meeting minutes, and statements from the complainant and Executive with a purported/affirmed COI.

27.4.4.2 If the Accountability Committee feels that an unfair, or morally dubious process has occurred, or that the finding of the departmental council is unreasonable given the circumstances, the Committee must present a report to the SUS General Council in writing within one month of the appeal request.

27.4.4.3 SUS General Council in a closed session will determine whether wrongdoing has occurred. SUS General Council may request an in-person presentation from any of the involved parties, if this will facilitate the proceeding.

27.4.5 The departmental council's failure to comply with this directive will result in loss of funding and privileges for the council in question for the pertinent academic term as follows:

27.4.5.1 Funding includes equalization payments and access to any funds available through an application.

27.4.5.2 Privileges include, but are not limited to, table booking in Burnside and room bookings coordinated through the Executives.

27.4.5.3 Funding and privileges will be restored after one full term without violating this section of the bylaws or by a two-thirds (2/3) vote of the Executive Committee or the General Council.

27.4.5.4 Funding may be restored retroactively in exceptional circumstances by a two-thirds (2/3) vote of the Executive Committee or the General Council.

27.4.6 Article 26.4 will act in conjunction with any Conflict of Interest Policy ratified within a departmental constitution.

27.5 Holders of all other positions under SUS or departmental oversight should not allow a conflict of interest (COI) to impede or undermine the execution of their responsibilities. This includes SUS Equity Commissioners, SUS orientation week coordinators, Finance Committee members, departmental task force members, members of SUS clubs, etc.

27.5.1 If any Science/Arts & Science student perceives a conflict of interest in dealing with someone with such a position in a context specific to that position, they are entitled to bring forth the circumstances to either the SUS Executive Committee or the departmental

council, respectively.

27.5.2 The relevant body - whether SUS Executive Committee or a departmental council - must contact the individual(s) with the purported COI. The body must separately have each party present the circumstances as the party perceives it, and then determine whether a COI exists.

27.5.3 The body must then determine an appropriate course of action. If both parties do not agree to a proposed resolution, then a two-thirds majority of the relevant body is needed to mandate a resolution.

27.5.4 Failure to comply can include penalties such as sanction, withheld funding, suspension of position, etc.

27.5.5 If the outcome is unsatisfactory to either party, they are entitled to filing a grievance with either the SUS Equity Commissioners, SUS Executive Committee, SUS General Council, etc.

27.6 The proceedings should be confidential at both a SUS and departmental level until a decision is reached regarding whether the circumstances constitute a COI, and the contents of the COI will remain confidential.



Rechercher une entreprise au registre

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

Renseignements en date du 2022-02-10 15:38:00

État des informations

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1166439019
Nom	L'ASSOCIATION DES ÉTUDIANTS DE PREMIER CYCLE EN SCIENCE DE L'UNIVERSITÉ MCGILL
Version du nom dans une autre langue	SCIENCE UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY

Adresse du domicile

Adresse	1B21-805 rue Sherbrooke O Montréal (Québec) H3A0B9 Canada
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Adresse du domicile élu

Nom de l'entreprise	SCIENCE UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
Nom de la personne physique	
Nom de famille	Xie
Prénom	Elaine

Adresse	1B21-805 rue Sherbrooke O Montréal (Québec) H3A0B9 Canada
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Immatriculation

Date d'immatriculation	2010-03-08
Statut	Radiée d'office suite à une dissolution volontaire
Date de mise à jour du statut	2013-06-12
Date de fin d'existence prévue	Aucune date de fin d'existence n'est déclarée au registre.

Forme juridique

Forme juridique	Personne morale sans but lucratif
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Date de la constitution	2010-03-08 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	2013-06-12
Date de la dernière déclaration de mise à jour annuelle	2012-08-01 2012
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2022	2022-11-15
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2021	2021-11-15

Faillite

L'entreprise n'est pas en faillite.

Fusion, scission et conversion

Aucune fusion ou scission n'a été déclarée.

Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

Liquidation ou dissolution

L'entreprise a cessé d'exister en date du 2013-06-12.

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

Code d'activité économique (CAE)	9839
Activité	Autres associations professionnelles
Précisions (facultatives)	UNION DES ÉTUDIANTS FOURNIRE DES SERVICES ET DE REPRÉSENTATION POUR LES ÉTUDIANTS

2^e secteur d'activité

Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec
Aucun

Administrateurs, dirigeants et fondé de pouvoir

Liste des administrateurs

Nom de famille	Xie
Prénom	Elaine
Date du début de la charge	2011-05-01
Date de fin de la charge	
Fonctions actuelles	Vice-président, Trésorier
Adresse	1902-475 RUE Sherbrooke O Montreal Québec H3A2L9 Canada

Nom de famille	Xu
Prénom	Joanna
Date du début de la charge	2012-05-01
Date de fin de la charge	
Fonctions actuelles	Président
Adresse	69 rue Bagg Montréal (Québec) H2W1K3 Canada

Nom de famille	Tsang
Prénom	Timothy
Date du début de la charge	2012-05-01
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	1B21-805 rue Sherbrooke O Montréal (Québec) H3A0B9 Canada

Nom de famille	Whiley
Prénom	Akila
Date du début de la charge	2012-05-01
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	1B21-805 rue Sherbrooke O Montréal (Québec) H3A0B9 Canada

Nom de famille	Zhang
Prénom	Kate
Date du début de la charge	2012-05-01
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	1B21-805 rue Sherbrooke O Montréal (Québec) H3A0B9 Canada

Nom de famille	Toccalino
Prénom	Danielle
Date du début de la charge	2012-05-01

Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	1B21-805 rue Sherbrooke O Montréal (Québec) H3A0B9 Canada

Nom de famille	Kumar
Prénom	Sahil
Date du début de la charge	2012-05-01
Date de fin de la charge	
Fonctions actuelles	Secrétaire
Adresse	1B21-805 rue Sherbrooke O Montréal (Québec) H3A0B9 Canada

Nom de famille	Qiao
Prénom	John
Date du début de la charge	2012-05-01
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	1B21-805 rue Sherbrooke O Montréal (Québec) H3A0B9 Canada

Dirigeants non membres du conseil d'administration

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

Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

Administrateurs du bien d'autrui

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

Établissements

Aucun établissement n'a été déclaré.

Documents en traitement

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

Index des documents**Documents conservés**

Type de document	Date de dépôt au registre
Annulation, liquidation, dissolution	2013-06-12
Avis d'intention de liquidation ou dissolution	2013-06-12
DÉCLARATION DE MISE À JOUR ANNUELLE 2012	2012-08-01

Type de document	Date de dépôt au registre
DÉCLARATION DE MISE À JOUR ANNUELLE 2011	2011-06-27
Déclaration de mise à jour courante	2011-03-17
Déclaration de mise à jour courante	2011-02-25
Déclaration initiale	2011-02-02
Lettres patentes	2010-03-08

Index des noms

Date de mise à jour de l'index des noms 2013-06-12

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 ÉTUDIANTS DE PREMIER CYCLE EN SCIENCE DE L'UNIVERSITÉ MCGILL	SCIENCE UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY	2010-03-08	2013-06-12	Antérieur

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
Direction médicale	Medical Direction	2011-03-24	2013-06-12	Antérieur
Revue des Science des Etudiants du Premier Cycle de McGill	McGill Science Undergraduate Research Journal (MSURJ)	2011-03-24	2013-06-12	Antérieur
Direction Médicale	Medical Direction	2011-03-08	2013-06-12	Antérieur
McGill Science Recherche du premier cycle Périodique	McGill Science Undergraduate Research Journal (MSURJ)	2011-03-08	2013-06-12	Antérieur



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**NON-PROFIT MANAGEMENT AND CORPORATE
LIABILITY INSURANCE POLICY**

DECLARATIONS

Policy No.: MDO1004147

Prior Policy No.: MDO1002707

-
- Item 1. Parent Corporation:** Science Undergraduate Society of McGill University
Address: 805 Sherbrooke Street W
Suite 1B21
Montreal QC H3A 2K6
- Item 2. Policy Period:** From October 29, 2021 to October 29, 2022
12:01 a.m. standard time at the address stated in Item 1.
- Item 3. Limit of Liability** \$1,000,000.00 Aggregate Limit of Liability each **Policy Period**
(including **Defence Costs**)
- Item 4. Additional Coverage Limits of Liability:**
(A): Excess Directors or Officers Coverage: \$500,000.00 Aggregate Limit of Liability each **Policy Period**
(B): Pollution Defence Costs Coverage: \$1,000,000.00 Aggregate Limit of Liability each **Policy Period**
(C): Corporate Brand Protection / Crisis Management Expenses Coverage: \$100,000.00 Aggregate Limit of Liability each **Policy Period**
- Item 5. Deductible:**
(A): \$0.00 each **Claim** for all **Non-Indemnified Loss**
(B): \$2,500.00 each **Claim** for all **Indemnified Loss**
(C): \$2,500.00 each **Employment Practices Wrongful Act Claim**
- Item 6. Discovery Period:**
(A): Additional Premium: 75%
(B): Additional Period: 1 year
- Item 7. Allocation Percentage:** 80%
- Item 8. Knowledge of Claim:** Risk Manager
- Item 9. Premium:** \$1,100.00
- Item 10. Endorsements Attached at Issuance:** No. 1, No. 2, No. 3, No. 4
-

These Declarations along with the completed and signed **Application** and the Policy with endorsements, if any, shall constitute the entire contract between the **Insured** and Trisura Guarantee Insurance Company.

In witness whereof, the **Insurer** has caused this Policy to be signed by its authorized officer.

TRISURA GUARANTEE INSURANCE COMPANY


Chris Sekine
President & CEO

THIS IS A **CLAIMS MADE** POLICY WITH **DEFENCE COSTS** INCLUDED IN THE LIMIT OF LIABILITY, EXCEPT WHEN PROHIBITED BY THE LAWS OF THE PROVINCE OF QUEBEC OR AS OTHERWISE PROVIDED HEREIN,
PLEASE READ CAREFULLY

EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST
THE INSURED DURING THE POLICY PERIOD.

This policy contains a clause that may limit the amount payable

NON-PROFIT MANAGEMENT AND CORPORATE LIABILITY INSURANCE POLICY

IN CONSIDERATION OF the payment of the premium, and in reliance upon all statements made and information furnished to Trisura Guarantee Insurance Company (hereinafter called the "**Insurer**") including the statements made in the **Application** and subject to the Declarations and all the terms, conditions and limitations of this Policy, the **Insurer** agrees as follows:

I INSURING AGREEMENT

The **Insurer** shall pay on behalf of the **Insureds** all **Loss** they are legally obligated to pay on account of any **Claim** for a **Wrongful Act** first made against them during the **Policy Period** or the **Discovery Period**, if exercised, and reported to the **Insurer** pursuant to the terms of this Policy.

II DEFINITIONS

Whenever appearing in this Policy, words and phrases appearing in **bold type** shall have the meanings set forth below. These Definitions apply to the singular and the plural of these terms as circumstances and context require.

Application means all signed application forms, including attachments and materials requested therein or submitted therewith, for this Policy or for any policy of which this Policy is a direct or indirect renewal or replacement. All such application forms, attachments and materials are deemed attached to and incorporated into this Policy.

Benefits means perquisites, fringe benefits, deferred compensation, or payment (including insurance premiums) in connection with an employee benefit plan, and any other payment to or for the benefit of an **Employee** arising out of the employment relationship. **Benefits** shall not include salary, wages, commissions, or non-deferred cash incentive compensation.

Board Observer means any natural person who was, now is or shall be formally designated in writing as an observer at formal board meetings or committee meetings of the duly elected or appointed directors of the **Corporation**.

Board Observer Claim means any **Claim** first made against a **Board Observer** during the **Policy Period** or the **Discovery Period**, if exercised, for **Wrongful Acts** by an **Executive** of the **Corporation**; provided that such **Claim** is initially made and continuously maintained against such **Board Observer** and one or more **Executives** of the **Corporation**; provided further that any **Board Observer** must be represented by the same counsel as the **Executive** of the **Corporation** against whom such **Claim** is initially made and continuously maintained.

Breach of Employment Contract means any breach of any oral, written or implied employment contract or employment contractual obligation, including but not limited to any contract or contractual obligation arising out of any personnel manual, employee handbook, policy statement or other employment-related representation.

Claim means:

- (i) a written demand against any **Insured** for monetary damages or non-monetary or injunctive relief, including any request to toll or waive the statute of limitations;
- (ii) a civil, criminal, administrative, regulatory, mediation or arbitration proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by:
 - (a) the issuance of a notice of action, statement of claim, writ of summons, complaint or similar pleading;
 - (b) the laying of an information or the return of an indictment or similar legal document;
 - (c) the filing of a statement of allegation, notice of charges or similar document; or
 - (d) receipt of a notice to appoint an arbitrator or mediator, an arbitration or mediation petition or similar document;
- (iii) a civil, criminal, administrative or regulatory investigation of any **Insured**, commenced by the service upon or other receipt by any **Insured** of a written notice, formal investigative order or subpoena from the investigating authority, identifying such **Insured** against whom a proceeding described in paragraph (ii) above may be commenced; or
- (iv) an **Extradition Proceeding** commenced by the receipt by an **Insured** of a written request from any province, territory, state or country to extradite an **Insured Person** to any other province, territory, state or country.

A **Claim** shall be deemed to have been first made at the earliest date upon which written notice thereof, or a copy of the **Claim**, was personally received by any **Insured** or received by the **Corporation** by any means including personal delivery, facsimile transmission or email.

Complainant has the meaning as defined in Section 238 of the Canada Business Corporations Act, R.S.C. 1985, c. C-44, or similar provisions of any federal, provincial, territorial, state, or foreign business corporations statute.

Confidential Employment Information means any information regarding an **Employee** or **Outside Entity Employee**, collected or stored by the **Corporation** or **Outside Entity**, for the purpose of establishing, maintaining or terminating the employment relationship.

Corporation means:

- (i) the **Parent Corporation**;
- (ii) any **Subsidiary**; and
- (iii) in the event of **Financial Impairment**, the resulting debtor-in-possession or equivalent status.

Crisis Management Expenses means reasonable costs, charges, fees and expenses incurred by the **Corporation**, with the prior written consent of the **Insurer**, for services provided by a lawyer or public relations consultant solely for the purposes of responding to a **Newsworthy Event** and averting or mitigating damage to and restoring the **Corporation's** reputation or brands.

Defence Costs means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to legal fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, officers or employees of the **Insurer** or **Corporation**) incurred solely in defending or investigating **Claims**, and the premium for appeal, attachment or similar bonds (but the **Insurer** shall be under no obligation to provide such bonds).

Derivative Suit means a lawsuit purportedly brought derivatively on behalf of a **Corporation** by a **Complainant** against an **Executive** of the **Corporation**.

Discovery Period means the period described in Section III, Discovery Period.

Domestic Partner means any natural person qualifying as a domestic partner under the provisions of any applicable federal, provincial, territorial, state or local law or under the provisions of any formal program established by the **Corporation**.

Employee means any natural person whose labour or service is both engaged and directed by the **Corporation**. This may include a full-time, part-time, seasonal or temporary employee in his or her capacity as such, but does not include an independent contractor.

Employment Discrimination means any violation of employment discrimination laws, including any failure or refusal to hire or promote an **Employee**, **Outside Entity Employee** or applicant for employment, any modification of any term of condition of employment, or any limitation, segregation or classification of any **Employee**, **Outside Entity Employee** or applicant for employment in any way that would deprive or tend to deprive such person of employment opportunities or otherwise affect his or her status as an **Employee** or **Outside Entity Employee** because of such person's race, colour, religion, age, sex, national origin, disability, pregnancy, HIV status, mental status, genetic information, marital or family status, sexual orientation or preference, military or veteran status, or other status that is protected pursuant to any applicable federal, provincial, territorial, state, local, or foreign statutory, civil or common law.

Employment Harassment means:

- (i) sexual harassment, including any unwelcome sexual advances, requests for sexual favours, or other conduct of a sexual nature that is made a condition of employment with, is used as a basis for employment decisions by, interferes with performance at, or creates an intimidating, hostile or offensive working environment within, the **Corporation** or **Outside Entity**; or
- (ii) workplace harassment (i.e. harassment of a non-sexual nature) that interferes with performance at, or creates an intimidating, hostile or offensive working environment within, the **Corporation** or **Outside Entity**.

Employment Practices Wrongful Act means any actual or alleged:

- (i) **Breach of Employment Contract**;
- (ii) **Employment Discrimination**;

- (iii) **Employment Harassment**;
- (iv) **Retaliation**;
- (v) **Workplace Bullying**;
- (vi) **Workplace Tort**;
- (vii) **Wrongful Employment Decision**; or
- (viii) **Wrongful Termination**,

of, or against, any past, present or prospective **Employee** or **Outside Entity Employee**.

Executive means any natural person who was, now is or shall be:

- (i) a duly elected, appointed, deemed or "de facto" director, officer, trustee, member of the board of managers or member of any duly constituted committee; or
- (ii) in-house General Counsel or Risk Manager (or equivalent position) of the **Corporation**.

Extradition Proceeding means any formal proceeding by which an **Insured Person** located in any province, territory, state or country is sought to be or is surrendered to any other province, territory, state or country for trial or otherwise to answer any criminal accusation.

Financial Impairment means the status of the **Corporation** resulting from: (i) the appointment by any federal, provincial, territorial or state official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Corporation**; (ii) the appointment of any agent, receiver and/or receiver and manager by a creditor exercising its rights pursuant to a written instrument; (iii) a reorganization proceeding relating to the **Corporation** that has been brought in Canada under the Companies' Creditors Arrangement Act, R.S.C. 1985, c.C-36, or similar federal, provincial, territorial or state legislation; or (iv) the **Corporation** becoming a debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code.

Indemnified Loss means:

- (i) **Loss** which the **Corporation** becomes legally obligated to pay as a result of **Claims** made against the **Corporation**; and
 - (ii) **Loss** for which the **Corporation** grants indemnification to any **Insured Person**,
- provided that any **Employment Practices Wrongful Act Claim** shall not be considered **Indemnified Loss**.

Insured means any:

- (i) **Insured Person**; or
- (ii) **Corporation**.

Insured Person means any:

- (i) natural person who was, now is or shall be an **Executive**, volunteer, or **Employee** of the **Corporation**; or
- (ii) **Board Observer**, but solely for a **Board Observer Claim**.

Insurer means Trisura Guarantee Insurance Company.

Interrelated Wrongful Acts means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

Loss means:

- (i) compensatory, moral, punitive, exemplary or multiplied damages, judgments (including pre-judgment and post-judgment interest), or settlements. The insurability of moral, punitive, exemplary or multiplied damages shall be governed by the law of any jurisdiction which has a substantial relationship to the **Insureds**, this Policy, or the **Claim** giving rise to such damages and which is favourable to the insurability of such damages;
- (ii) civil fines, civil penalties or administrative monetary penalties levied against an **Insured Person**. The insurability of civil fines, civil penalties or administrative monetary penalties levied against an **Insured Person** shall be governed by the law of any jurisdiction which has a substantial relationship to such **Insured Person**, this Policy, or the **Claim** giving rise to such civil fines, civil penalties or administrative monetary penalties and which is favourable to the insurability of such civil fines, civil penalties or administrative monetary penalties;
- (iii) amounts owing by any **Executives** of the **Corporation** pursuant to any Canadian federal, provincial or territorial legislation for which the **Executives** of the **Corporation** are statutorily liable in their capacity as such;

- (iv) **Crisis Management Expenses**, solely under Section III - Corporate Brand Protection / Crisis Management Expenses of this Policy; and
- (v) **Defence Costs**.

Loss shall not include:

- (a) any fines or penalties levied against the **Corporation**;
- (b) any criminal fines or criminal penalties levied against an **Insured Person**; or
- (c) subject to (i) and (ii) above, matters which may be deemed uninsurable under the law pursuant to which this Policy shall be construed or by which the **Corporation** is governed.

Management Control means:

- (i) owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of: the board of directors, board of trustees or equivalent governing body of a corporation;
- (ii) having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the **Corporation**, to elect, appoint or designate a majority of the board of directors, board of trustees or equivalent governing body of a corporation; or
- (iii) the ability to control or direct the managerial decisions of a corporation.

Newsworthy Event means any actual or alleged negative publicity against the **Corporation**, that has been publicised through any media channel, including television, print media, radio or the world wide web, resulting from a **Claim** that is covered under this Policy.

Non-Indemnifiable Loss means **Loss** for which the **Corporation** fails or refuses to indemnify an **Insured**:

- (i) because of **Financial Impairment**; or
- (ii) because it is not permitted to indemnify pursuant to law or contract or the by-laws, charter, operating agreement or similar documents of the **Corporation**.

Non-Profit Corporation means any non-profit corporation, organization or charity that is incorporated under Part II of the Canada Corporations Act, R.S.C., 1970, c. C-32 or the Canada Not-for-profit Corporations Act, S.C. 2009, c. 23, or under similar provincial or territorial legislation or any foreign equivalent.

Outside Entity means:

- (i) any **Non-Profit Corporation** other than the **Corporation**; or
- (ii) any other corporation or organization listed as an **Outside Entity** in an endorsement to this Policy.

Outside Entity Employee means any natural person whose labour or service is both engaged and directed by the **Outside Entity**. This may include a volunteer, full-time, part-time, seasonal or temporary employee in his or her capacity as such, but does not include an independent contractor.

Outside Entity Executive means an **Insured Person** serving in the capacity as an **Executive** in any **Outside Entity**, but only during such time that such service is with the knowledge and consent of, at the direction or request of, or part of the duties regularly assigned to the **Insured Person** by, the **Corporation**.

Parent Corporation means the entity named in Item 1 of the Declarations.

Personal Injury Wrongful Act means any:

- (i) false arrest, wrongful detention or imprisonment or malicious prosecution;
- (ii) libel, slander, defamation of character, or publication of material in violation of a person's right of privacy; or
- (iii) wrongful entry or eviction or other invasion of the right of privacy.

Policy Period means the period of time from the inception date shown in Item 2 of the Declarations to the earlier of the expiration date shown in Item 2 of the Declarations or the effective date of termination of this Policy.

Pollutants means any substance, located anywhere in the world, exhibiting any hazardous characteristics as defined by, or identified on, a list of hazardous substances issued by or pursuant to the Canadian Environmental Protection Act, 1999, c. 33, the United States of America Environmental Protection Agency, or any federal, provincial, territorial, state, county, municipal or local counterpart thereof. Such substances shall include, but are not limited to, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odour, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, lead or lead products, silica or silica products, mould of any type,

electric or magnetic or electromagnetic field and noise. Waste materials include materials to be recycled, reconditioned or reclaimed.

Publishers Liability Wrongful Act means any:

- (i) infringement of copyright or trademark or unauthorized use of title; or
- (ii) plagiarism or misappropriation of ideas.

Retaliation means retaliatory treatment against any **Employee** or **Outside Entity Employee** on account of such individual's:

- (i) exercising his or her rights under law;
- (ii) refusing to violate any law;
- (iii) opposing any unlawful practice;
- (iv) disclosing or threatening to disclose to a superior or to any governmental agency any alleged violations of law; or
- (v) having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law by any **Insured**.

Social Media means the internet and mobile based tools for sharing and discussing information, including but not limited to Facebook, YouTube, MySpace, LinkedIn, Twitter, Google+, Vimeo, and any other similar media applications.

Subsidiary means any **Non-Profit Corporation** in which the **Parent Corporation** has or had **Management Control**, either directly or indirectly through one or more other **Subsidiaries**:

- (i) on or before the inception date of this Policy;
- (ii) after the inception date of this Policy by reason of being created or acquired by the **Parent Corporation** after such date, and whose assets do not exceed 50% of the consolidated assets of the **Corporation** as of the inception date of this Policy; or
- (iii) after the inception date of this Policy by reason of being created or acquired by the **Parent Corporation** after such date, and whose assets exceed 50% of the consolidated assets of the **Corporation** as of the inception date of this Policy, but only: (i) for a period of 90 days from the date upon which it became a **Subsidiary**; or (ii) until the end of the **Policy Period**, whichever occurs first (referred to as the Auto-Subsidiary Period).

The **Insurer** shall extend coverage to the **Insureds** of any **Subsidiary** described in (iii) above beyond its respective Auto-Subsidiary Period if during such Auto-Subsidiary Period:

- (i) written notice of the acquisition or creation of such **Subsidiary** is given to the **Insurer** by the **Parent Corporation**;
- (ii) the **Parent Corporation** provides the **Insurer** with such information in connection therewith as the **Insurer** may deem necessary;
- (iii) the **Parent Corporation** accepts any special terms, conditions, exclusions or additional premium charge as may be required by the **Insurer**; and
- (iv) the **Insurer**, at its sole discretion, agrees to provide such coverage and confirms such agreement in writing.

A **Non-Profit Corporation** becomes a **Subsidiary** when the **Parent Corporation** acquires **Management Control** of such **Subsidiary**, either directly or indirectly through one or more other **Subsidiaries**. A **Non-Profit Corporation** ceases to be a **Subsidiary** when the **Parent Corporation** ceases to have **Management Control** of such **Subsidiary**, either directly or indirectly through one or more other **Subsidiaries**.

In all events, coverage as is afforded under this Policy with respect to any **Claim** made against any **Insureds** of any **Subsidiary** shall only apply for **Wrongful Acts** committed or allegedly committed after the effective date upon which the **Parent Corporation** acquired **Management Control** of such **Subsidiary** and prior to the date upon which the **Parent Corporation** ceased to have **Management Control** of such **Subsidiary**.

Third Party means any natural person who is a customer, patient, vendor, service provider or other business invitee of the **Corporation**.

Third Party Wrongful Act means:

- (i) discrimination against a **Third Party** based on such **Third Party's** race, colour, religion, age, sex, national origin, disability, pregnancy, HIV status, mental status, genetic information, marital or family status, sexual orientation or preference, military or veteran status, or other status that is protected pursuant to any applicable federal, provincial, territorial, state, local, or foreign statutory, civil or common law;
- (ii) sexual harassment, including unwelcome sexual advances, requests for sexual favours or other conduct of a sexual nature, against a **Third Party**; or

- (iii) unlawful harassment of a non-sexual nature against a **Third Party**.

Unauthorized Access of Employee Information means:

- (i) the failure to prevent unauthorized access to, or the unauthorized use of, **Confidential Employment Information**; or
- (ii) the failure to notify an **Employee** or **Outside Entity Employee** of any actual or potential unauthorized access to, or the use of, such **Employee's Confidential Employment Information**, if such notification is required by any federal, provincial, territorial, state, local, or foreign statutory, civil or common law.

Workplace Bullying means verbal, written or visual intimidation or threats by an **Insured** while acting solely within the course and scope of employment with the **Corporation** or **Outside Entity**, including but not limited to the use of **Social Media** to intimidate or threaten.

Workplace Tort means:

- (i) any employment-related defamation, libel, slander, humiliation, invasion of privacy (including **Unauthorized Access of Employee Information**); or
- (ii) any of the following:
 - (a) employment-related negligent evaluation;
 - (b) employment-related wrongful discipline;
 - (c) employment-related negligent retention;
 - (d) employment-related negligent supervision;
 - (e) employment-related negligent hiring;
 - (f) employment-related negligent training;
 - (g) employment-related negligent or intentional misrepresentation;
 - (h) employment-related wrongful infliction of emotional distress or mental anguish; or
 - (i) failure to provide or consistently enforce employment-related corporate policies and procedures,

but only when alleged as part of a **Claim** for any actual or alleged **Breach of Employment Contract, Employment Discrimination, Employment Harassment, Retaliation, Workplace Bullying, Wrongful Employment Decision, Wrongful Termination** or act set forth in (i) above.

Wrongful Act means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by:

- (i) any **Insured Person** while acting in his or her capacity as such, or any other matter claimed against them solely by reason of his or her capacity as such;
- (ii) any **Outside Entity Executive**; or
- (iii) the **Corporation**,

including, but not limited to:

- (a) any **Employment Practices Wrongful Act**;
- (b) any **Third Party Wrongful Act**;
- (c) any **Personal Injury Wrongful Act**; or
- (d) any **Publishers Liability Wrongful Act**.

Wrongful Employment Decision means any wrongful demotion, denial of tenure, or failure or refusal to promote.

Wrongful Termination means any wrongful termination, dismissal, or discharge of employment, including constructive termination, dismissal or discharge. **Wrongful Termination** does not include **Breach of Employment Contract**.

III EXTENSIONS

Estates and Legal Representatives

This Policy shall cover **Loss** arising from any **Claims** made against the estates, heirs, legal representatives or assigns of **Insured Persons** who are deceased or against the legal representatives or assigns of **Insured Persons** who are incompetent, insolvent or bankrupt to the extent that in the absence of such death, incompetency, insolvency or bankruptcy, such **Claims** would have been covered by this Policy.

Spousal and Domestic Partner Liability

This Policy shall cover **Loss** arising from any **Claims** made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) or **Domestic Partner** of an **Insured Person** for all **Claims** arising solely out of his or her status as the spouse or **Domestic Partner** of such **Insured Person**, including a **Claim** that seeks damages recoverable from marital community property, property jointly held by the **Insured Person** and the spouse or **Domestic Partner**, or property transferred from the **Insured Person** to the spouse or **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the spouse or **Domestic Partner**, but shall apply only to **Claims** arising out of any actual or alleged **Wrongful Acts** of an **Insured Person** and shall be subject to the Policy's terms, conditions and exclusions.

Discovery Period

If the **Parent Corporation** shall cancel, or the **Parent Corporation** or the **Insurer** shall refuse to renew, this Policy, the **Parent Corporation** shall have the right, upon payment of the additional premium calculated at that percentage set forth in Item 6(A) of the Declarations of the total annual premium for this Policy, to an extension of the coverage granted by this Policy for the period of time set forth in Item 6(B) of the Declarations following the effective date of such cancellation or non-renewal, but only for any **Wrongful Act** committed prior to the effective date of such cancellation or non-renewal. The rights contained in this paragraph shall terminate unless written notice of such election, together with payment of the additional premium due, is received by the **Insurer** within 30 days following the effective date of cancellation or non-renewal.

In the event of a Transaction, as described in paragraph (F) of Section X, the **Parent Corporation** shall have the right, within 30 days before the end of the **Policy Period**, to request an offer from the **Insurer** of a **Discovery Period** (with respect to **Wrongful Acts** occurring prior to the effective time of the Transaction) for a period of up to 6 years or for such longer period as the **Parent Corporation** may request. The **Insurer** shall offer such **Discovery Period** on such terms, conditions and premium as the **Insurer** may in its sole discretion decide. In the event of a Transaction, the right to a **Discovery Period** shall not otherwise exist except as indicated in this paragraph.

This extension and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium. The entire premium for the **Discovery Period** shall be fully earned at the inception of the **Discovery Period**. This extension, once effected, is not cancellable. The **Discovery Period**, if exercised, shall form part of the **Policy Period** and shall not increase the Limit of Liability of the **Insurer** for the **Policy Period**.

Excess Directors or Officers Insurance

The **Insurer** shall pay up to the Excess Directors or Officers Insurance Limit of Liability stated in Item 4(A) of the Declarations, in addition to, and not as part of, the Policy Limit of Liability each **Policy Period**, on behalf of the **Executives** of the **Corporation** all **Loss** they are legally obligated to pay on account of any **Claim** for a **Wrongful Act** first made against them during the **Policy Period** or the **Discovery Period**, if exercised, except when and to the extent that the **Corporation** has indemnified such **Executives** of the **Corporation**.

This extension of coverage shall be specifically excess of any insurance available to the **Executives** of the **Corporation** that is specifically stated to be in excess of this Policy and such excess insurance must be completely exhausted by payment of **Loss** or other sums covered thereunder before the **Insurer** shall have any obligation to make any payment for **Loss** under this extension of coverage.

Corporate Brand Protection / Crisis Management Expenses

The **Insurer** shall pay on behalf of the **Corporation** all **Crisis Management Expenses** incurred by the **Corporation**, up to the Corporate Brand Protection / Crisis Management Expenses Coverage Limit of Liability stated in Item 4(C) of the Declarations, in addition to, and not as part of, the Policy Limit of Liability each **Policy Period**, to avert or mitigate damage to any of the **Corporation's** brands and/or reputation caused by a **Newsworthy Event** first occurring and reported to the **Insurer** during the **Policy Period**.

IV EXCLUSIONS

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Insured**:

- (1) based upon, arising out of, or attributable to any litigation, proceeding or civil, criminal, administrative or regulatory investigation of which any **Insured** had notice and which was commenced prior to, or which was pending as of, the inception date of the first policy purchased by the **Corporation** providing coverage of a similar

nature to that afforded by this Policy and which has continued through renewal or reinstatement on an uninterrupted basis since its inception, or which arises from matters substantially the same as alleged or established in such litigation, proceeding or civil, criminal, administrative or regulatory investigation;

- (2) based upon, arising out of, or attributable to any fact, circumstance or situation which has been the subject of any notice given under any policy of which this Policy is a direct or indirect renewal or replacement;
- (3) based upon, arising out of, or attributable to the gaining of any profit, remuneration or advantage to which a final non-appealable adjudication in the underlying **Claim** establishes such **Insured** was not legally entitled;
- (4) based upon, arising out of, or attributable to the **Insured** committing any deliberate criminal or deliberate fraudulent or dishonest act, if any final non-appealable adjudication adverse to such **Insured** in the underlying **Claim** establishes that such deliberate criminal or deliberate fraudulent or dishonest act was committed;
- (5) based upon, arising out of, or attributable to the rendering of, or failure to render, any professional services to a third party, either gratuitously or for a fee;
- (6) for bodily injury, sickness, mental anguish, emotional distress, humiliation, damage to reputation, disease or death of any person, or damage to or destruction of any tangible property including loss of use thereof. However, this exclusion shall not apply to:
 - (i) any **Claim** for an **Employment Practices Wrongful Act** or **Third Party Wrongful Act** in respect of mental anguish, emotional distress, humiliation or damage to reputation; or
 - (ii) **Defence Costs**:
 - (a) on account of any criminal proceeding against any **Insured** on account of any **Claim** which is pursuant to section 217.1 of the Criminal Code, R.S.C. 1985, c. C-46 (as amended by Bill C-45); or
 - (b) for a **Claim** against any **Insured** which is brought pursuant to the Ontario Occupational Health and Safety Act (*Violence and Harassment in the Workplace*), 2009,or pursuant to similar provisions of any federal, provincial, territorial, state, or foreign legislation.
- (7) which is brought by or on behalf of the **Corporation** against any **Insured**, or by any **Outside Entity** against any **Outside Entity Executive**. However, this exclusion shall not apply to any **Claim**:
 - (i) that is a **Derivative Suit**, if such action is brought and maintained independently of, and without the solicitation, assistance, participation or intervention of any **Corporation**, any affiliate of the **Corporation**, any **Outside Entity**, or any **Executive** or **Employee** of the foregoing, except for any solicitation, assistance, participation or intervention for which an applicable federal, provincial, territorial, state, local, or foreign law affords "whistleblower" protection to any such **Executive** or **Employee**; or
 - (ii) in the event of **Financial Impairment** of a **Corporation**, brought or maintained by a trustee in bankruptcy or an interim receiver of such **Corporation** appointed pursuant to the provisions of the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, a liquidator of such **Corporation** appointed pursuant to the provisions of the Winding-up and Restructuring Act, R.S.C. 1985, c.W-11, by a receiver or receiver and manager of such **Corporation** appointed pursuant to the Courts of Justice Act, R.S.O. 1990, c.C.43, or by any similar official appointed or named pursuant to similar federal, provincial, territorial, state, or foreign legislation;
- (8) for any actual or alleged violation of the responsibilities, obligations or duties imposed by the Pension Benefits Standards Act, R.S.C. 1985, c. 32 (2nd Supp.), the Pension Benefits Act, R.S.O. 1990, c. P.8, the Employee Retirement Income Security Act of 1974 of the United States of America, or any similar federal, provincial, territorial, state or local statutory, civil or common law;
- (9) based upon, arising out of, or attributable to any actual or alleged nuclear reaction, nuclear radiation, radioactive contamination, or radioactive substance, or the hazardous properties of nuclear or radioactive material;
- (10) based upon, arising out of, or attributable to:
 - (i) the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants** into, in or on real or personal property, water or the atmosphere; or
 - (ii) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**.

However, this exclusion shall not apply to:

- (a) **Non-Indemnifiable Loss** which is on account of any **Claim** brought by any security holder of the **Corporation** in his or her capacity as such, whether in his or her own right or on behalf of the **Corporation**, provided that such **Claim** is brought and maintained independently of, and without the solicitation, assistance, participation or intervention of any **Insured**, the **Corporation** or any affiliate of the **Corporation**; or
 - (b) **Defence Costs** incurred with respect to **Non-Indemnifiable Loss** which are on account of any **Claim** first commenced and conducted within the territorial limits and jurisdiction of Canada, subject to the limit of liability for any and all such **Claims** up to the Pollution Defence Costs Coverage Limit stated in Item 4(B) of the Declarations each **Policy Period**, which amount shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations;
- (11) based upon, arising out of, or attributable to any actual or alleged breach of any oral, written or implied contract or agreement, or for liabilities of others assumed by the **Insured** under any such contract or agreement. However, this exclusion shall not apply to:
- (i) the extent the **Insured** would have been liable in the absence of such contract or agreement; or
 - (ii) **Defence Costs** based upon, arising out of, or attributable to an **Employment Practices Wrongful Act**; or
- (12) for:
- (i) salary, wages, commissions, or other monetary payments which constitute severance payments, payments pursuant to a notice period, or payments in lieu of reinstatement, sought in any **Claim** for an **Employment Practices Wrongful Act**, to which an **Employee** is entitled by virtue of statute or common or civil law;
 - (ii) **Benefits** due, or to become due, or the equivalent value of such **Benefits**; or
 - (iii) the cost of complying with any order for, grant of, or agreement to provide injunctive or non-monetary relief, including the cost of:
 - (a) instituting or conducting any corporate policy, procedure, program or training;
 - (b) making physical changes, modifications, alterations or improvements as part of an accommodation of any disabled person; or
 - (c) employment reinstatement or continued employment,

However, this exclusion shall not apply to **Defence Costs**.

SEVERABILITY OF EXCLUSIONS: With respect to the exclusions of this Policy, the **Wrongful Act** of any **Insured Person** shall not be imputed to any other **Insured Person** to determine if coverage is available. Any **Wrongful Acts** of any chief executive officer, chief financial officer or in-house General Counsel (or equivalent positions) of a **Corporation** shall be imputed to that **Corporation** to determine if coverage is available.

V LIMIT OF LIABILITY AND PRIORITY OF PAYMENTS

- (A) The Limit of Liability stated in Item 3 of the Declarations is the maximum aggregate liability of the **Insurer** for all **Loss** with respect to all **Claims** first made against the **Insureds** in each **Policy Period**, including the **Discovery Period**, if exercised.
- (B) **Defence Costs** shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations, and payment of **Defence Costs** by the **Insurer** shall reduce, and may exhaust, such Limit of Liability, except where prohibited by the laws of the province of Quebec.
- (C) All obligations of the **Insurer** arising from this Policy shall terminate if the Limit of Liability stated in Item 3 of the Declarations has been exhausted by payment of **Loss** in respect of a **Claim**, or aggregation of **Claims** covered under this Policy.
- (D) All **Claims** arising out of the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed one **Claim**, and such **Claim** shall be deemed to have been first made on the date the earliest of such **Claims** was first made against any **Insured**, regardless of whether such date was before or during the **Policy Period**.
- (E) **Excess Directors or Officers Coverage Limit of Liability:** The maximum aggregate liability of the **Insurer** for all **Loss** with respect to the coverage provided under Section III, Excess Directors or Officers Insurance, shall be the amount stated in Item 4(A) of the Declarations as the Excess Directors or Officers Coverage Limit of Liability, which amount shall be in addition to, and not part of, the Policy Limit of Liability.

- (F) **Pollution Defence Costs Coverage Limit of Liability:** The maximum aggregate liability of the **Insurer** for all **Defence Costs** with respect to the coverage provided under Section IV, paragraph (10)(b), shall be the amount stated in Item 4(B) of the Declarations as the Pollution Defence Costs Coverage Limit of Liability, which amount shall be part of, and not in addition to, the Policy Limit of Liability.
- (G) **Corporate Brand Protection / Crisis Management Expenses Coverage Limit of Liability:** The maximum aggregate liability of the **Insurer** for all **Crisis Management Expenses** incurred by the **Corporation** to avert or mitigate damage to any of the **Corporation's** brands and/or reputation as a result of a **Newsworthy Event** shall be the amount stated in Item 4(C) of the Declarations as the Corporate Brand Protection / Crisis Management Expenses Coverage Limit of Liability, which amount shall be in addition to, and not part of, the Policy Limit of Liability.
- (H) In the event of **Loss** arising from any **Claims** for which payment is due under the provisions of this Policy, which in the aggregate exceeds the available or remaining available Limit of Liability of this Policy, payment of such **Loss** shall be made under this Policy:
- (i) first to satisfy **Loss**, if any, which is **Non-Indemnified Loss**; then
 - (ii) only to the extent, if any, that there is a remaining amount of the Limit of Liability available after the payment of **Loss** pursuant to paragraph (H)(i) above, to pay **Loss**, if any, which is **Indemnified Loss**.

Upon the written request of the **Parent Corporation**, the **Insurer** shall hold back any payment which would otherwise be made under paragraph (H)(ii) above. Any such payment withheld by the **Insurer** shall, upon further written request of the **Parent Corporation** to the **Insurer**, be paid by the **Insurer**:

- (i) to the **Parent Corporation**, but only if the request for such payment is made within one year of the final resolution of any **Claims** addressed in paragraph (H) above; or
- (ii) to or for the benefit of the **Insured**, but only in the event that the **Insured** becomes legally obligated to pay **Loss** which is **Non-Indemnified Loss** under this Policy which arises from any new **Claims**, not previously addressed in paragraph (H) above.

VI DEDUCTIBLE

The **Insurer** shall only be liable for the amount of **Loss** arising from a **Claim** which is in excess of the applicable Deductible stated in Item 5 of the Declarations. Such Deductible shall be eroded (or exhausted) only by the **Insured's** payment of **Loss** otherwise covered under this Policy, and shall be borne by the **Insureds** uninsured and at their own risk. The **Insurer** shall have no obligation whatsoever, either to the **Insureds** or any other person or entity, to pay all or any portion of the applicable Deductible on behalf of any **Insured**. The **Insurer** shall, however, at its sole discretion, have the right and option to do so, in which event the **Insureds** shall repay the **Insurer** any amounts so paid. A single Deductible amount shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act** or **Interrelated Wrongful Acts**.

With respect to **Claims** insured by this Policy which give rise to legal proceedings against the **Insured** in the Province of Quebec, the **Deductible** shall only be applicable to **Loss**, excluding **Defence Costs**, and shall not be applied by the **Insurer** to **Defence Costs**.

VII DEFENCE AND SETTLEMENT

- (A) The **Insurer** shall have the right and the duty to defend, with respect to such insurance as is afforded by this Policy, any **Claim** made against the **Insureds**, even if such **Claim** is groundless, false or fraudulent. However, the **Insurer** shall not be obligated to defend or to continue to defend any **Claim** after the Limit of Liability under this Policy has been exhausted by payment of **Loss**, including **Defence Costs**.
- (B) The **Insureds** agree not to settle any **Claim**, incur any **Defence Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim**, without the **Insurer's** written consent, which shall not be unreasonably withheld. The **Insurer** shall not be liable for any settlement, **Defence Costs**, assumed obligation or admission to which it has not consented.

Notwithstanding the above, the **Insureds** may settle any **Claim** without prior written consent from the **Insurer**, provided that: (i) the total amount of **Loss**, including **Defence Costs**, is less than the remaining Deductible; and (ii) such settlement fully resolves the **Claim** with respect to all **Insureds** and the **Insurer**.

The **Insurer** may make any settlement of any **Claim** it deems expedient subject to the written consent of the involved **Insureds**. If any such **Insured** withholds consent to such settlement, the **Insurer's** liability for all **Loss** on account of such **Claim** shall not exceed:

- (i) the amount for which the **Insurer** could have settled such **Claim** plus **Defence Costs** incurred as of the date such settlement was proposed in writing by the **Insurer**; plus
- (ii) 75% of any **Loss** in excess of the amount in clause (i) above, incurred in connection with such **Claim**,

provided that the Limit of Liability of the **Insurer** for such **Claim** shall not exceed the remaining applicable Limit of Liability.

VIII ALLOCATION

If, in any **Claim**, the **Insured** incurs both **Loss** that is covered under this Policy and loss that is not covered, either because such **Claim** made against the **Insured** includes both covered and uncovered matters, or because a **Claim** is made against both the **Insureds** and others not included within the definition of **Insured**, the **Insureds** and the **Insurer** shall allocate such amounts as follows:

- (a) all **Defence Costs**, calculated at the percentage set forth as the Allocation Percentage stated in Item 7 of the Declarations, shall be allocated to covered **Loss** and shall be advanced by the **Insurer** on a current basis;
- (b) with respect to **Loss** other than **Defence Costs**, the **Insureds** and the **Insurer** agree to use their best efforts to determine a fair and proper allocation of all such amounts, taking into account the relative legal and financial exposures of the parties to the **Claim**. The **Insurer** shall not be liable for the portion of such amount allocated to non-covered loss. If the **Insured** and the **Insurer** cannot agree on an allocation, no presumption as to the allocation shall exist in any arbitration, suit or other proceeding, and the **Insurer** shall advance pursuant to the provisions of this Policy on a current basis **Loss** which the **Insurer** believes to be covered under this Policy until a different allocation is negotiated, arbitrated or judicially determined.

IX NOTICE OF CLAIM

- (A) The **Insureds** shall, as a condition precedent to their rights under this Policy, give written notice to the **Insurer** of a **Claim** as soon as practicable after the natural person designated in Item 8 of the Declarations first becomes aware of such **Claim**, but in no event later than 90 days after expiration of the **Policy Period** or **Discovery Period**, if exercised, in which the **Claim** was first made.
- (B) If during the **Policy Period** or **Discovery Period**, if exercised, the **Insureds** first become aware of any facts or circumstances which may reasonably be expected to give rise to a **Claim** and during such period give written notice to the **Insurer** of the facts or circumstances and the reasons for anticipating such a **Claim**, with full particulars as to dates, events, persons and entities involved, then any **Claim** which is subsequently made against the **Insureds** and reported to the **Insurer** alleging, based upon, arising out of, or attributable to such facts or circumstances, or alleging any **Interrelated Wrongful Acts**, shall, for the purposes of this Policy, be treated as a **Claim** made during the **Policy Period** or **Discovery Period**, if exercised, in which such notice was given.
- (C) Any notice shall be deemed to have been given and received on the day and at the time it is so received by the **Insurer** at the following address:

Corporate Risk Claims Department
Trisura Guarantee Insurance Company
333 Bay Street, Suite 1610, Box 22
Toronto, Ontario M5H 2R2

Fax: (416) 214-9597
Email: claims@trisura.com

X GENERAL CONDITIONS

- (A) Policy Territory: This Policy applies to **Wrongful Acts** committed by the **Insured**, or to **Claims** brought, anywhere in the world.

(B) Indemnification: If the **Corporation** fails or refuses to indemnify an **Insured Person** for **Loss**, other than **Non-Indemnifiable Loss**, or to advance **Defence Costs** to the fullest extent permitted by law, then any payment by the **Insurer** of such **Loss** or such **Defence Costs** shall be subject to the Deductible stated in Item 5(B) of the Declarations applicable to **Indemnified Loss**. However, if the **Corporation**:

- (i) refuses (other than for reason of **Financial Impairment**) to indemnify an **Insured Person** for **Loss**, or refuses to advance **Defence Costs** on behalf of such **Insured Person** based on statutory, common or contract law, and the **Insured Person** contests, in writing, such refusal; or
- (ii) fails to respond within 60 days to an **Insured Person's** written request for indemnification or for a statutory, common law or contractual basis for the **Corporation's** refusal to indemnify or advance **Defence Costs**, thus constituting a refusal to indemnify,

then, subject to the provisions of Section VII of this Policy, the **Insurer** shall advance **Defence Costs**, without application of the Deductible, to the **Insured Person** from the date the **Defence Costs** were first incurred and reported to the **Insurer**. Any **Defence Costs** advanced in accordance with this provision shall be advanced only until the **Insured Person's** request for indemnification is resolved, by any means, and in the event the refusal to indemnify is determined to be invalid, any advanced **Defence Costs** within the Deductible shall be repaid to the **Insurer** by the **Corporation** directly or on behalf of the **Insured Person**.

This Policy has been issued to the **Parent Corporation** with the understanding and agreement that each **Corporation** agrees to fulfill its indemnification obligations, if any, to the **Insured Persons**, and if the **Insurer** pays, as **Loss**, any indemnification owed to any **Insured Person** by the **Corporation**, the **Insurer** does not waive or compromise any of its rights to recover such **Loss** from such **Corporation**.

For purposes of determining a **Corporation's** indemnification obligation to any **Board Observer**, each **Board Observer** shall be deemed an **Executive** of the **Corporation**. Accordingly, the **Corporation** shall be deemed to have granted such indemnification to each **Board Observer** to the fullest extent permitted by law to the same extent as any **Executive** of the **Corporation**.

(C) Representations and Severability Clause: In granting coverage under this Policy, it is agreed that the **Insurer** has relied upon the statements and representations contained in the **Application** for this Policy, a copy of which is deemed attached hereto, as being true, accurate and complete. All such statements and representations are the basis of this Policy and are to be considered as incorporated into this Policy. With respect to such statements and representations, no knowledge or information possessed by any **Insured Person** shall be imputed to any other **Insured Person** for the purposes of determining if coverage is available in favour of such **Insured Person**, and only knowledge or information possessed by any past, present or future director, officer or trustee of the **Corporation**, shall be imputed to such **Corporation** for the purpose of determining if coverage is available in favour of the **Corporation**.

(D) Cooperation and Subrogation: In the event of a **Claim**, the **Insureds** agree to provide the **Insurer** with all information, assistance and cooperation that the **Insurer** reasonably requests, and will do nothing that may prejudice the **Insurer's** position or potential or actual rights of recovery. In the event of any payment under this Policy, the **Insurer** shall be subrogated to all of the **Insureds'** rights of recovery against any person or organization to the extent of such payment and the **Insureds** shall execute all papers required and do everything that may be necessary to secure such rights. In no event, however, shall the **Insurer** subrogate against any **Insured Person** under this Policy, unless such **Insured Person** has been convicted of a criminal act, or been determined by any final non-appealable adjudication in an underlying **Claim** to have committed a fraudulent or dishonest act, or determined by any final non-appealable adjudication in an underlying **Claim** to have obtained any profit or advantage to which such **Insured Person** was not legally entitled.

(E) Recoveries: Any recovery (after payment of expenses incurred to obtain such recovery), whether effected by the **Insurer** or by the **Insured**, shall be applied (i) first to the satisfaction of the **Insured's** loss which would otherwise have been paid by the **Insurer** but for the fact that it is in excess of the Limit of Liability stated in Item 3 of the Declarations, (ii) second to reimburse the **Insurer** to reduce the **Loss** ultimately borne by the **Insurer** to what it would have been had the recovery preceded any payment of such **Loss** by the **Insurer**, and (iii) third to reimburse the **Insured** in satisfaction of the applicable Deductible stated in Item 5 of the Declarations.

The obligations of the **Insureds** under this subsection will survive the termination or expiry of this Policy.

(F) Reorganization: If, during the **Policy Period**:

- (i) the **Parent Corporation** shall consolidate with or merge into another entity such that the **Parent Corporation** is not the surviving entity; or
- (ii) any person or entity, or group of persons or entities acting in concert, shall acquire **Management Control** of the **Parent Corporation**,

(either of the above events herein referred to as the "Transaction"),

coverage under this Policy shall continue until termination of this Policy, but only with respect to **Claims** for **Wrongful Acts** committed, attempted, or allegedly committed or attempted, by the **Insureds** prior to the effective date of the **Transaction**.

The **Parent Corporation** or any **Insured** shall give written notice to the **Insurer** of the **Transaction** as soon as practicable, but in no event later than 30 days after the effective date of the **Transaction**. The full annual premium for the **Policy Period** shall be deemed fully earned immediately upon the occurrence of the **Transaction** and the Policy may not be terminated by the **Parent Corporation**. The **Parent Corporation** shall also have the right to request an offer from the **Insurer** of a **Discovery Period**.

(G) Termination of Policy: This Policy shall terminate at the earliest of the following times:

- (i) upon receipt by the **Insurer** of a written notice of termination from the **Parent Corporation**; provided that this Policy may not be terminated by the **Parent Corporation** after the effective date of a **Transaction**;
- (ii) upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations of this Policy;
- (iii) 20 days after receipt by the **Parent Corporation** of the **Insurer's** notice of cancellation due to non-payment of premium; or
- (iv) at such other time as may be agreed upon by the **Insurer** and the **Parent Corporation**.

If the Policy is terminated in accordance with item (i) above, the **Insurer** shall refund to the **Parent Corporation** the unearned premium computed at the customary short rate. If the Policy is terminated in accordance with item (iii) above, the refund shall be computed pro rata, and the **Insurer** shall have the right to require payment by the **Parent Corporation** of the premium amount for the portion of the **Policy Period** during which the Policy was in effect.

The refund or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of termination, but such payment shall be made as soon as practicable.

(H) Action Against Insurer: No action shall lie against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms and conditions of this Policy, nor until the amount of the **Insureds'** obligation to pay shall have been finally determined: (a) by judgment against the **Insureds** after actual trial; or (b) by written agreement of the **Insureds**, the claimant and the **Insurer**.

No person or entity shall have any right under this Policy to join the **Insurer** as a party to any action against the **Insured** to determine the liability of the **Insured**, nor shall the **Insurer** be impleaded by the **Insureds** or their legal representatives.

(I) Bankruptcy or Insolvency : Bankruptcy or insolvency of the **Corporation**, or of any of the **Insureds** or their estates, shall not relieve the **Insurer** of any of its obligations hereunder.

(J) Other Insurance: This Policy shall apply only as excess over, and shall not contribute with, any other valid and collectible insurance available to any **Insured**, including but not limited to any insurance under which there is a duty to defend the **Insured**, a duty to pay on behalf of the **Insured**, or a duty to advance **Defence Costs** to or on behalf of the **Insured**, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy Number of this Policy. This Policy will not be subject to the terms of any other insurance.

In the event of a **Claim** against an **Insured Person** arising out of his or her service as an **Outside Entity Executive**, coverage as is afforded by this Policy shall be specifically excess of any: (i) indemnification provided by such **Outside Entity**; and (ii) any other insurance provided to such **Outside Entity**, regardless of whether such other insurance provides for a duty to defend the **Insured Person**, a duty to pay on behalf of the **Insured Person**, or a duty to advance **Defence Costs** to or on behalf of the **Insured Person**.

In the event that other insurance is provided to the **Outside Entity** by the **Insurer** (or would be provided but for the application of the retention amount, exhaustion of the limit of liability or failure to submit a notice of a **Claim**), the **Insurer's** maximum aggregate limit of liability for all **Loss** combined in connection with a **Claim** covered, in part or in whole, by this Policy and such other insurance policy, shall not exceed the greater of the Limit of Liability of this Policy or the limit of liability of such other insurance policy.

(K) Non-Renewal: If the **Insurer** decides not to offer renewal terms for this Policy, the **Insurer** shall provide written notice to the **Parent Corporation** at least 60 days prior to the Policy expiration date.

- (L) Valuation and Currency: Except as otherwise provided in this Policy, all premiums, limits, Deductibles, **Loss** and any other amounts referred to in this Policy are expressed and payable in the currency of Canada. If judgment is rendered, settlement is agreed upon or another element of **Loss** under this Policy is incurred in a currency other than Canadian dollars, payment under this Policy shall be made in Canadian dollars at the noon rate of exchange set by the Bank of Canada on the date upon which the final judgment is entered, the amount of the settlement is agreed upon or the other element of **Loss** is due, respectively.
- (M) Assignment: This Policy and any and all rights hereunder are not assignable without the prior written consent of the **Insurer**, which consent shall be in the sole and absolute discretion of the **Insurer**.
- (N) Changes: Notice to any agent, broker or representative or knowledge possessed by any agent, broker, representative or any other persons shall not effect a waiver or change in any part of this Policy or estop the **Insurer** from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued by the **Insurer** to form a part of this Policy.
- (O) Non-Rescindability: The coverage provided under this Policy shall be non-rescindable by the **Insurer**.
- (P) Notices: All notices, other than Notice of Claim, shall be given in writing addressed to:
- Corporate Risk Department
Trisura Guarantee Insurance Company
333 Bay Street, Suite 1610, Box 22
Toronto, Ontario M5H 2R2
Fax: (416) 214-9597

XI QUEBEC

With respect to the Province of Quebec only, it is the express wish of all parties that this Policy and any related documents be drawn up in English. Il est de la volonté expresse des parties aux présentes que cette police et tous les documents qui s'y rattachent soient rédigés en anglais.

XII AUTHORIZATION CLAUSE

It is agreed that the **Parent Corporation** shall act on behalf of its **Subsidiaries** and all **Insureds** with respect to the giving and receiving of any notice provided for in this Policy (subject to any **Insured's** rights under Section III, Discovery Period and Section IX), the payment of premiums (subject to any **Insured's** rights under Section III, Discovery Period), the receiving of any return premiums that may become due under this Policy, and the negotiation, agreement to and acceptance of any endorsement to this Policy.

**IN WITNESS WHEREOF, THE INSURER HAS CAUSED THIS POLICY TO BE EXECUTED ON THE
DECLARATIONS PAGE**



ABSOLUTE BI/PD EXCLUSION

Endorsement No.: 1
Policy No.: MDO1004147

Effective Date Of Endorsement: October 29, 2021

Issued To: Science Undergraduate Society of McGill University

In consideration of the premium charged, it is hereby understood and agreed that the following replaces paragraph (6) of Section IV of this Policy:

(6) based upon, arising out of, or attributable to:

- (i) bodily injury, sickness, mental anguish, mental injury, emotional distress, sexual abuse, disability, shock, humiliation, damage to reputation, disease or death of any person;
- (ii) any actual or alleged oral or written publication of a libel or slander, or other defamatory or disparaging material; any actual or alleged invasion of privacy, wrongful entry or eviction or interference with right of occupancy, false arrest, false imprisonment, malicious prosecution or abuse of process; or
- (iii) damage to or destruction of any tangible property including loss of use thereof.

All other terms and conditions remain unchanged.



Authorized Representative



TRISURA[®]

COMMUNICABLE DISEASE EXCLUSION – ENTITY ONLY

Endorsement No.: 2
Policy No.: MDO1004147

Effective Date Of Endorsement: October 29, 2021

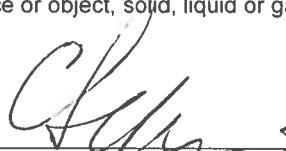
Issued To: Science Undergraduate Society of McGill University

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against the **Corporation** based upon, arising out of, or attributable to any **Communicable Disease**.

The term **Communicable Disease** as used in this endorsement means any disease caused by any substance or agent that occurs through any transmission of the substance or agent from an infected individual or via an animal, vector or the inanimate environment to a susceptible animal or human host where:

- (i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.

All other terms and conditions remain unchanged.



Authorized Representative



CYBER EXCLUSION FOR INSURED ENTITY

Endorsement No.: 3
Policy No.: MDO1004147

Effective Date Of Endorsement: October 29, 2021

Issued To: Science Undergraduate Society of McGill University

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against the **Corporation** based upon, arising out of, or attributable to a **Network Security Event** or **Privacy Event**.

It is further understood and agreed that for the purposes of this endorsement, the following definitions are added to the Policy:

Breach Notification Law means any federal, provincial, territorial, state or local statutory law, common law or civil law, rule, regulation, requirement or governmental guideline requiring, mandating or recommending, as best practice, notice to individuals where **Personally Identifiable Information** of such individuals has been accessed, or the **Corporation** reasonably believes **Personally Identifiable Information** of such individuals has been accessed, by an unauthorized person in an unauthorized manner, or the **Corporation** has otherwise failed to protect such information.

Corporation's Operating System means a computer and its hardware, software, network, application, terminal device, data storage devices, input and output device and back up facility by which **Electronic Data** is electronically collected, stored, transmitted and processed, that are operated and owned by, or licensed to, the **Corporation** or operated on behalf of the **Corporation** by a third party pursuant to a written contract.

Corporation's Website means a website that is operated and owned by, or licensed to, the **Corporation** or operated on behalf of the **Corporation** by a third party pursuant to a written contract.

Denial of Service Attack means any unauthorized attack directed at the **Corporation's Operating System** or the **Corporation's Website** that successfully corrupts, damages, destroys, deletes or impairs the **Corporation's Operating System** or the **Corporation's Website**.

Electronic Data means any data, including **Personally Identifiable Information** and confidential and proprietary marketing, financial and other information that exists on the **Corporation's Operating System**. **Electronic Data** does not include any funds, currency, securities or other financial, debt, credit, bond or equity instruments including bitcoin or any such similar digital currency.

Identity Fraud means the actual deceptive use of the **Personally Identifiable Information** of a natural person (living or dead) in connection with the perpetration of a fraud including, but not limited to, impersonating another and the creation of fraudulent credit accounts.

Malicious Code means any unauthorized computer virus, contaminant, worm, trojan horse, logic bomb or other similar application, program, software, code or script that successfully corrupts, damages, destroys, deletes or impairs the **Corporation's Operating System**.

Network Security Event means the failure of the **Security System** to properly protect the **Corporation's Operating System** or the **Corporation's Website**, where such failure directly results in:

- (i) an **Unauthorized Access** that directly results in:
 - (a) the inability of a third party, who is so authorized, to gain access to the **Corporation's Operating System**;
 - (b) the unauthorized taking, obtaining, use or disclosure of:
 - (A) **Personally Identifiable Information** from the **Corporations' Operating System**; or
 - (B) confidential and proprietary corporate information of a customer or client of the **Corporation** from the **Corporation's Operating System** where such corporate information is stored on the **Corporation's**

Operating System pursuant to a written contract or agreement between the **Corporation** and such customer or client; or

- (c) the corrupting, damaging, destroying, deleting or impairing from the **Corporation's Operating System**, of **Electronic Data** of a customer or client of the **Corporation** and that is in the care, custody or control of the **Corporation**;
- (ii) a **Denial of Service Attack** that directly results in the inability of a third party, who is so authorized, from gaining access to the **Corporation's Operating System** or the **Corporation's Website**; or
- (iii) the transmission of **Malicious Code** from the **Corporation's Operating System** to a third party's computer system.

Personal Health Information means medical or health care information concerning an individual including "personal health information" as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2000, c.5 ("PIPEDA"), the Ontario Personal Health Information Protection Act, 2004, S.O. 2004, c.3, or similar federal, provincial, territorial, or foreign law.

Personally Identifiable Information means any piece of information which is not lawfully available to the general public and can potentially be used to uniquely identify an individual, including but not limited to information that could be used to facilitate **Identity Fraud**. This information may include, but is not limited to the following:

- (i) **Personal Health Information**;
- (ii) "personal information" as defined in PIPEDA;
- (ii) identification and contact information;
- (iii) government issued identification numbers, including social insurance, social security, driver's licence, or other federal, provincial, territorial or foreign identification number; or
- (iv) financial information, including credit, debit or other financial account numbers, their related security and access codes, passwords or pin numbers that provide access to the natural person's financial account information.

Privacy Event means:

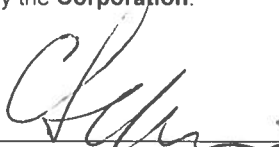
- (i) the unauthorized taking, use, or the disclosure of:
 - (a) **Personally Identifiable Information** that is in the care, custody or control of the **Corporation** or a third party who has been delegated care, custody or control of such **Personally Identifiable Information** by the **Corporation** and for whose acts, errors or omissions the **Corporation** is legally liable; or
 - (b) any corporate information in any format provided by a customer or client of the **Corporation**:
 - (A) that is in the care, custody or control of the **Corporation**; or
 - (B) that is in the care, custody or control of a third party who has been delegated care, custody or control of such corporate information by the **Corporation** and for whose acts, errors or omissions the **Corporation** is legally liable,provided such corporate information is specifically identified as confidential and protected under a written non-disclosure agreement or similar contract or agreement between the **Corporation** and such customer or client;
- (ii) the **Corporation's** failure to timely disclose an unauthorized taking, use or disclosure of **Personally Identifiable Information** that is in the care, custody or control of:
 - (a) the **Corporation**; or
 - (b) a third party who has been delegated care, custody or control of such **Personally Identifiable Information** by the **Corporation**, and for whose acts, error or omissions the **Corporation** is legally liable,in violation of any **Breach Notification Law**; or
- (iii) a violation by the **Insured** of its **Privacy Policy**.

Privacy Policy means the **Corporation's** policies, practices and procedures, in written or electronic form, established with respect to the use, disclosure or protection of **Personally Identifiable Information**.

Security System means network, hardware and software devices, including antivirus and intrusion detection software, firewalls and electronic systems that control access by means of passwords or other similar identification methods and that are operated and installed on the **Corporation's Operating System** or the **Corporation's Website** to prevent an **Unauthorized Access**, the transmission of **Malicious Code** or a **Denial of Service Attack** to the **Corporation's Operating System** or the **Corporation's Website**.

Unauthorized Access means the use of or access to the **Corporation's Operating System** by a natural person unauthorized by the **Corporation** to do so or the authorized use of or access to the **Corporation's Operating System** by a natural person in a manner not authorized by the **Corporation**.

All other terms and conditions remain unchanged.



Authorized Representative



TRISURA[®]

COMPLIANCE WITH APPLICABLE SANCTION LAWS ENDORSEMENT

Endorsement No.: 4
Policy No.: MDO1004147

Effective Date Of Endorsement: October 29, 2021

Issued To: Science Undergraduate Society of McGill University

In consideration of the premium charged, it is hereby understood and agreed that this insurance does not apply to the extent that trade or economic sanctions, or other similar laws or regulations, prohibit the coverage provided by this insurance, or prohibit the Insurer from providing the coverage.

All other terms and conditions remain unchanged.



Authorized Representative

SCIENCE UNDERGRADUATE SOCIETY
OF MCGILL UNIVERSITY

FINANCIAL STATEMENTS

APRIL 30, 2021

Draft for discussion only

SCIENCE UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
FINANCIAL STATEMENTS
APRIL 30, 2021

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Draft for discussion only

INDEPENDENT AUDITOR'S REPORT

To the Directors of
Science Undergraduate Society of McGill University

Qualified Opinion

We have audited the financial statements of Science Undergraduate Society of McGill University (the Association), which comprise the statement of financial position as at April 30, 2021, and the statements of operations, changes in net assets and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, except for the possible effects of the matter described in the Basis for Qualified Opinion section of our report, the accompanying financial statements present fairly, in all material respects, the financial position of the Association as at April 30, 2021, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Qualified Opinion

In common with many not-for-profit organizations, the Association derives part of its receipts from the general public in the form of cash receipts, the completeness of which is not susceptible to satisfactory audit verification. Accordingly, our verification of these revenues was limited to the amounts recorded in the records of the Association. Therefore, we were not able to determine whether any adjustments might be necessary to revenues, excess of revenues over expenses and cash flows for the years ended April 30, 2021 and 2020, assets as at April 30, 2021 and 2020 and net asset balances as at May 1 and April 30 for both the 2021 and 2020 years. Our audit opinion on the financial statements for the year ended April 30, 2020 was modified accordingly because of the possible effects of this limitation in scope.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Association in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified audit opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the 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.

In preparing the financial statements, management is responsible for assessing the Association's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Association or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Association's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit 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 Association's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Association's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Association to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

1

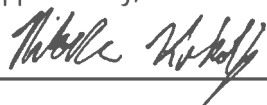
Montreal,

¹ By CPA auditor, CA, public accountancy permit No. A118902

SCIENCE UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
STATEMENT OF FINANCIAL POSITION
AS AT APRIL 30, 2021

	2021	2020
	\$	\$
ASSETS		
Current		
Cash	704,848	556,916
Term deposits (Note 3)	70,788	70,295
Accounts receivable (Note 4)	13,416	86,507
Prepaid expenses	3,457	3,294
	792,509	717,012
Capital assets (Note 5)	3,536	4,445
	796,045	721,457
LIABILITIES		
Current		
Accounts payable and accrued liabilities	15,450	50,570
NET ASSETS		
Invested in capital assets	3,536	4,445
Internally restricted	365,507	290,171
Unrestricted	411,552	376,271
	780,595	670,887
	796,045	721,457

Approved by,



11/11/2000

Date

SCIENCE UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED APRIL 30, 2021

	2021	2020
	\$	\$
Revenues		
Departmental societies (Note 6)	169,176	331,809
Programs (Note 7)	56,802	376,778
Student fees	175,582	225,878
Interest income	1,043	135
	402,603	934,600
Expenses		
Amortization	909	1,149
Bad debt (recovered)	(51,799)	51,799
Departmental societies (Note 6)	131,378	351,590
Equalization	40,858	19,029
Executive	5,667	4,549
Insurance	5,041	4,932
Office and general	27,053	15,163
Professional fees	7,682	56,568
Programs (Note 7)	120,571	335,476
Science 21st century ambassador fund (SCAF)	456	3,271
Special project fund (SPF)	4,593	865
Student space improvement fund (SSIF)	486	-
	292,895	844,391
Excess of revenues over expenses	109,708	90,209

SCIENCE UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
STATEMENT OF CHANGES IN NET ASSETS
FOR THE YEAR ENDED APRIL 30, 2021

6

	Net assets invested in capital assets \$	Internally restricted \$	Unrestricted \$	2021 Total \$	2020 Total \$
Balance, beginning of year	4,445	290,171	376,271	670,887	580,678
Excess (deficiency) of revenues over expenses	(909)	-	110,617	109,708	90,209
Reallocation of internally restricted funds (Note 8)	-	75,336	(75,336)	-	-
Balance, end of year	3,536	365,507	411,552	780,595	670,887

SCIENCE UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED APRIL 30, 2021

	2021	2020
	\$	\$
Operating activities		
Excess of revenues over expenses	109,708	90,209
Item not requiring cash		
Amortization of capital assets	909	1,149
	110,617	91,358
Net change in non-cash working capital items	37,315	120,129
Increase in cash and cash equivalents	147,932	211,487
Cash and cash equivalents, beginning of year	556,916	345,429
Cash and cash equivalents, end of year	704,848	556,916

Cash and cash equivalents consist of cash.

SCIENCE UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
NOTES TO FINANCIAL STATEMENTS
APRIL 30, 2021

1. Statutes of incorporation and nature of activities

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

The Association's objective is to promote and represent the welfare and interests of the undergraduate students of the faculty of science at McGill University by providing activities and services to enhance the educational, cultural, environmental and social conditions of its members.

2. Significant accounting policies

The financial statements were prepared in accordance with Canadian accounting standards for not-for-profit organizations in Part III of the CPA Canada Handbook – Accounting and include the following accounting policies:

Revenue recognition

Student fees are collected from students by McGill University and are recognized as revenues by the Association on a straight-line basis over the school year.

Program revenues of the Association and its constituent associations, which also include departmental revenues, are recognized as revenue in the period that the programs occurred.

Financial instruments

Measurement of financial instruments

The Association initially measures its financial assets and financial liabilities at fair value, except for certain non-arm's length transactions.

The Association subsequently measures all its financial assets and financial liabilities at amortized cost.

Financial assets measured at amortized cost include cash, accounts receivable and term deposits.

Financial liabilities measured at amortized cost include accounts payable and accrued liabilities.

SCIENCE UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
NOTES TO FINANCIAL STATEMENTS
APRIL 30, 2021

2. Significant accounting policies (continued)

Financial instruments (continued)

Impairment

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

Cash and cash equivalents

The Association's policy is to disclose bank balances under cash and cash equivalents.

Capital assets

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

	<u>Rates</u>
Office furniture	20%
Computer equipment	30%

Impairment of long-lived assets

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

Use of estimates

The preparation of these financial statements in conformity with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. These estimates are reviewed periodically and adjustments are made to income as appropriate in the year they become known.

SCIENCE UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
NOTES TO FINANCIAL STATEMENTS
APRIL 30, 2021

2. Significant accounting policies (continued)

Contributed services

Volunteers contribute many hours per year to the Association to ensure service delivery. Because of the difficulty in determining the fair value of contributed services, they are not recognized in the financial statements.

The Association receives free rental office space from McGill University. Due to the difficulty in estimating the value of this rental office space it is not recognized in the financial statements.

3. Term deposits

	2021	2020
	\$	\$
GIC bearing interest at 0.39% maturing August 2021	20,320	20,240
GIC bearing interest at 1.10% maturing October 2021	50,468	50,055
	70,788	70,295

4. Accounts receivable

	2021	2020
	\$	\$
Program receivables	-	72,872
Allowance for doubtful accounts	-	(51,799)
	-	21,073
Student fees	5,052	6,886
Due from the McGill Management Undergraduate Society	8,364	58,548
	13,416	86,507

5. Capital assets

	Cost	Accumulated amortization	2021 Net book value	2020 Net book value
	\$	\$	\$	\$
Office furniture	10,284	6,891	3,393	4,241
Computer equipment	6,851	6,708	143	204
	17,135	13,599	3,536	4,445

SCIENCE UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
NOTES TO FINANCIAL STATEMENTS
APRIL 30, 2021

6. Departmental societies

	Revenues \$	Expenses \$	2021 Net \$	2020 Net \$
Atmospheric Oceanic Sciences Society of Undergraduate at McGill (AOSSUM)	-	1,335	(1,335)	(778)
Bachelor of Arts and Science Integrative Council (BASIC)	1,107	2,674	(1,567)	1,751
Biochemistry Undergraduate Students (BUGS)	11,045	7,082	3,963	(3,886)
Chemistry Undergraduate Student Society (CUSS)	-	-	-	(1,247)
Computer Science Undergraduate Society (CSUS)	4,037	7,144	(3,107)	5,928
Freshman Undergraduate Science Society (FUSS)	-	45	(45)	(2,569)
McGill Anatomy & Cell Biology Students' Society (MACSS)	19,001	13,666	5,335	(899)
McGill Biology Student Union (MBSU)	9,116	4,644	4,472	(2,217)
McGill Environment Students' Society (MESS)	-	-	-	1,767
McGill Psychology Students' Association (MPSA)	29,637	18,843	10,794	(3,523)
McGill Society of Physics Students (MSPS)	8,234	5,115	3,119	(1,554)
McGill Undergraduate Geography Students (MUGS)	414	1,497	(1,083)	(500)
Med-preparatory/Dent- preparatory Student Association (MDSA)	33,322	30,839	2,483	(12,907)
Microbiology and Immunology Students' Association (MISA)	9,468	10,045	(577)	(6,819)
Monteregian Society (MONTY)	5,620	1,386	4,234	(819)
Neuroscience Undergraduates of McGill (NUM)	5,035	1,720	3,315	(1,774)
Pharmacology Integrative League of Students (PILS)	17,285	10,363	6,922	13,471
Physiology Undergraduate League of Students (PULS)	9,048	11,970	(2,922)	(1,043)
Society of Undergraduate Mathematics Students (SUMS)	6,807	3,010	3,797	(2,163)
	169,176	131,378	37,798	(19,781)

SCIENCE UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
NOTES TO FINANCIAL STATEMENTS
APRIL 30, 2021

7. Programs

	Revenues \$	Expenses \$	2021 Net \$	2020 Net \$
Academia Week	-	1,417	(1,417)	(3,501)
Management Undergraduate Society of McGill University	8,364	-	8,364	-
Frosh	28,029	74,005	(45,976)	10,288
Gala	120	1,818	(1,698)	(14,213)
Grad Fair	11,597	5,486	6,111	24,979
Medical Direction (MD)	-	985	(985)	(90)
McGill Science Games (MSG)	100	(435)	535	20,546
McGill Science Undergraduate Research Journal (MSURJ)	1,100	2,313	(1,213)	(10)
Science Graduation Ball	-	-	-	-
Science Undergrad Society Appreciation Night (SUSAN)	-	9,751	(9,751)	(10,235)
Sustainability Week/Month	1,812	-	1,812	282
Work Study	5,680	14,746	(9,066)	(170)
Other Programs	-	10,485	(10,485)	13,426
	56,802	120,571	(63,769)	41,302

8. Interfund transfers

During the year, the Association reallocated \$75,336 from the unrestricted fund to the internally restricted fund for the Student Space Improvement Fund and for the Student 21st Century Ambassador Fund.

9. Financial instruments

Risks and concentration

The Association is exposed to various risks through its financial instruments, without being exposed to concentrations of risk. The following analysis provides a measure of the Association's risk exposure at the balance sheet date of April 30, 2021.

Market risk

Market risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises three types of risk: currency risk, interest rate risk and other price risk. The Association is mainly exposed to interest rate risk.

SCIENCE UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
NOTES TO FINANCIAL STATEMENTS
APRIL 30, 2021

9. Financial instruments (continued)

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Association is exposed to interest rate risk on its fixed rate financial instruments. The term deposit subjects the Association to a fair value risk.

Liquidity risk

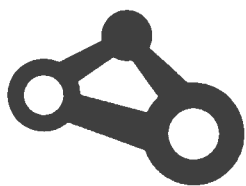
Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. The Association is exposed to this risk mainly in respect of its accounts payable and accrued liabilities.

Credit risk

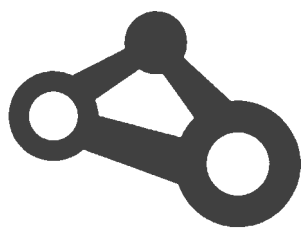
Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The Association's main credit risks relate to its amounts due from the McGill Management Undergraduate Society. The Association provides credit to its clients in the normal course of its operations.

10. Economic dependence

The Association receives student fees from member payments that are collected by McGill University on behalf of the Association to ensure the continuity of its operations.



SCIENCE
UNDERGRADUATE
SOCIETY



| SUS

APPENDIX D

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

The Association does not currently publish any Publications, however:

- ❑ **SUS First Year Handbook** is a booklet written by students for students, produced by the Science Undergraduate Society (SUS). It provides all the information first year students need about course selections, degree options, academic resources, and much more.
- ❑ The journal entitled **MSURJ** is published annually.

APPENDIX E

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

1. *No University space has been designated for revenue-generating activities.*

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

The Association shall be consulted on any change to the food provider or any of the services to be rendered in Burnside Building.

2. In accordance with article 14, any space granted to the Association for revenue-generating activities shall be on the follow conditions:

- The Association must receive the University's prior written approval from the Deputy-Provost (Student Life and Learning) for any use or change in use of University space granted for revenue-generating activities.
-
- The Association shall conform to
 - i) all federal and provincial laws and regulations.
 - ii) municipal rules and regulations,
 - iii) its charter documents, by-laws and constitution, and
 - iv) all applicable university regulations and policies which apply to the use of the buildings.
- The Association shall undertake no alteration to the premises without the express consent of the University and shall affix no new signs.
- All costs related to the operation of the revenue generating activities, including payment of any municipal or business taxes, shall be the sole responsibility of the Association.
-

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

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

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

Group email addresses may only take the form: [group [initials](mailto:[initials].sus@mail.mcgill.ca)].sus@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.

Category I: For Groups other than those affiliated or affiliating with external organizations

- McGill Students [*insert e.g. Investment Club*], or
- McGill [*insert e.g. Marketing; Pakistani*] Students' Association, or
- [*insert e.g. Pakistani*] Students' Society, or
- SUS [*insert*]

CLUB or GROUP NAME	DESCRIPTION	Comments
Arts and Science Undergraduate Society (ASUS)	Department Association	
Biochemistry Undergraduate Students (BUGS)	Department Association	
Computer Science Undergraduate	Department Association	

Society (CSUS)		
Chemistry Undergraduate Students' Society (CUSS)	Department Association	
Freshman Undergraduate Science Society (FUSS)	Department Association	
McGill Anatomy & Cell Biology Students' Society (MACSS)	Department Association	
McGill Biology Student Union (MBSU)	Department Association	
McGill Psychology Students' Association (MPSA)	Department Association	
McGill Society of Physics Students (MSPS)	Department Association	
McGill Environment Student Society (MESS)	Department Association	
McGill Undergraduate Geography Students (MUGS)	Department Association	
Atmospheric and Oceanic Sciences Society of Undergraduates at McGill (AOSSUM)	Department Association	
Med-P/Dent-P Students' Association (MDSA)	Department Association	
Microbiology and	Department Association	

Immunology Students' Association (MISA)		
Earth and Planetary Sciences (MONTY)	Department Association	
Neuroscience Undergraduates of McGill (NUM)	Department Association	
Pharmacology Integrative League of Students (PILS)	Department Association	
Physiology Undergraduate League of Students (PULS)	Department Association	
Society of Undergraduate Mathematics Students (SUMS)	Department Association	

Category II, II, III and IV: Not applicable

Category IV: For Association Services and Media

- McGill Students [*insert e.g. Marketing Club*], or
- SUS [*insert e.g. tutorial service*], or
- [*insert e.g. Tutorial Service*] – SUS

Name	Description	Comments
McGill Science Undergraduate Research Journal (MSURJ)	Student-founded, student-run initiative whose mission is to promote and publish undergraduate research. The journal offers undergraduate students the unique opportunity to share their findings with a diverse research community through effective, clear writing. MSURJ is available in the Burnside basement.	
SUS Summer Opportunities And	A database provided and maintained by the SUS for all	

Research (SOAR)	science students to help students find summer research opportunities and other activities in their home provinces or province of choice.	
Medical Direction (MD)	Medical Direction (MD) is a service of the Science Undergraduate Society (SUS) and serves as the official pre-medical society of McGill University, supported by the Faculty of Science. Our aim is to enhance the experiences of students interested in a career in medicine so that they can make an informed and educated decision.	
SUS Peer Tutoring	The SUS Peer Tutoring program is the only free tutoring service for science students at McGill University. Tutors are fellow undergraduate students who volunteer their time to help other students succeed in their coursework.	
McGill Science Computer Taskforce (CTF)	McGill Science Computer Taskforce is a group of student volunteers that manage a network of over 100 computers and several printers, most of which are located in the basement of Burnside Hall. They additionally operate remote locations in Duff, Otto Maass, Rutherford, and Stewart Biology. All of the computers are freely available for use by McGill students. CTF is a volunteer organization on campus that operates from 9 a.m. to	

	5 p.m., Monday through Friday (except during holidays and the summer semester).	
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