

21 October 2021

MEMORANDUM OF AGREEMENT

BETWEEN

McGILL UNIVERSITY

AND

THE MANAGEMENT UNDERGRADUATE
SOCIETY OF MCGILL UNIVERSITY INC. /
L'ASSOCIATION DES ETUDIANTS ET
ETUDIANTES EN ADMINISTRATION DE
L'UNIVERSITE MCGILL INC.

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

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

(hereinafter referred to as the "University")

AND **MANAGEMENT UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY INC. / ASSOCIATION DES ETUDIANTS ET ETUDIANTES EN ADMINISTRATION DE L'UNIVERSITE MCGILL INC.)** having its principal office at 1001 Sherbrooke Street, 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;

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

WHEREAS the Association was incorporated in August 1993 by Letters Patent issued pursuant to Part III of the Companies Act (Quebec) NEQ 1140996472; and

WHEREAS in April 2005, the Association was accredited under the Loi sur l'accreditation et le financement des associations d'eleves ou d'etudiants (L.R.Q. chapitre A-3.01) as the Association des d'etudiants et etudiantes en administration de l'Universite McGill de premier cycle / Management Undergraduate Society of McGill University;



WHEREAS the University recognizes that the Association represents of the undergraduate student body at the Desautels Faculty of Management, in addition to that of the Students' Society of McGill University, both of which are undergraduate student associations accredited pursuant to the Act respecting the accreditation and financing of students' associations, C. A-3.01 ;

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 Desautels Faculty of Management.
- 1.2. The Association Fees shall be included in the total student fee assessed by the University in respect of students and all University regulations pertaining to the assessment and collection of fees shall apply thereto.
- 1.3. The Association Fees shall be distributed yearly as follows:
 - The **first distribution** of the Association Fees shall be paid to the Association on **September 15** and shall reflect fee assessments from June 1 to August 31st.
 - The **second distribution** of the Association Fees shall be paid on **November 15th** and shall reflect the balance of the Fall Term assessments as at October 31st. There shall be no hold back of fees for either of these remittances.
 - The **third distribution** of the Association Fees shall be paid on **February 15th** and shall reflect the Winter Term fee assessments as at January 31st. An amount equal to 10% of the amount to be paid as the third distribution shall be held back by the University to account for changes in student registration occurring from February 1st to May 31st.
 - The **final distribution** of Association Fees shall be paid on **June 15** and shall reflect assessment as at May 31st, less the 1 % fee for bad debt charges (in accordance with section 1.4), the Annual Administrative Fee (in accordance with section 2.1) and any other amounts owed to the University as at April 30.



- 1.4. No charges shall be levied by the University for the collection of the Association Fees, however the University shall be entitled to receive 1% of the total fees assessed in each term as relief for the collection of bad debts. The University shall provide the Association with information on the level of bad debt resulting from its members.
- 1.5. Upon prior written agreement of the parties, the Association Fees may be credited to an internal account of the University with the prior written approval of the Association for the exclusive use of the Association.
- 1.6. No adjustments to the Association 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. 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 referendum 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 120 calendar days of each financial year end. The Association's financial year-end is April 30.
- 5.3. Upon reasonable notice from the University and upon reasonable cause, the Association shall make available for audit at no cost to the Association all documents relating to:
 - a) current contracts and expenditures;
 - b) projected contracts and expenditures; and
 - c) books, records and accounts.

- 5.4. The Association shall engage the services of a reputable auditing firm or chartered accountant in good standing with the **Order of Chartered 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 non-exclusive basis and solely in connection with its activities related to its role as a student association and in accordance with this Agreement, the University hereby grants the Association the right to use the word "McGill" and "Desautels" in its name:

**MANAGEMENT UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
INC. / MANAGEMENT UNDERGRADUATE SOCIETY AT THE DESAUTELS
FACULTY OF MANAGEMENT/ ASSOCIATION DES ETUDIANTS ET
ETUDIANTES EN ADMINISTRATION DE L'UNIVERSITE MCGILL INC."**

The present grant is not assignable

- 6.3. 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.
- 6.4. 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.



6.5. 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 trade mark "McGill" and shall comply to the conditions set out in this agreement;
- ii. The Groups shall use the names as they appear in **Appendix G** and shall adhere to the conditions set out in **Section 6** and the **Recitals of Appendix G**;
- iii. Where permission to use the McGill name is granted, McGill may withdraw such permission at any time and for whatever reason, subject to notice and discussion with the Association.
- iv. In all of their activities, advertisements and websites, the Association and Groups shall include the following notice prominently on advertisements and websites and shall identify themselves or their activity as either:

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

-or-

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

6.6. 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.

6.7. 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.

- 6.8. 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.

- 6.9. 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.
- 6.10. 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 Management 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 MUS. In doing so, the Association will respond promptly confirming receipt within 48 hours of any request from the University for the Association's Board of Directors to discuss the behavior of a particular Officer or Director. 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.
- 10.2 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 an unremedied default at the expiry of the delay in section 11.2 of upon the confirmation of the occurrence of a default by, an arbitor pursuant to sections 11.3 and 11.4, which remains unremedied as the expiry of the delay in section 11.2, the present Agreement may be resiliated forthwith upon written notice to the defaulting party.
- 12.2 Upon the the occurrence of an unremedied 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 or as a new Agreement has been entered into, if applicable.
- 12.3 It is expressly agreed that such resiliation shall be in addition and without prejudice to all other rights as provided by law or herein.

13. STUDENT PUBLICATIONS

- 13.1 The University recognizes that the Association's role as a representative body of students may necessitate the publication of newspapers, newsletters and periodicals directed toward its members.
- 13.1.1 The Association publishes in paper format the publication entitled ***THE BULL AND BEAR*** ("Publication") a copy of the front and second pages appears in **Appendix D**.
- 13.1.2 Whether in hard copy or in electronic form, the Publication shall display the Association's logo and the name of the Publication as well as the following notice immediately below the Publication's name on the title page:

"Published by the Management Undergraduate Society of McGill University.
"

-or-

"Published by the MUS, and undergraduate student's association at McGill.

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

"The Bull & Bear is published by the MANAGEMENT UNDERGRADUATE SOCIETY, a student society of McGill University. The content of this publication is the responsibility of the MANAGEMENT UNDERGRADUATE SOCIETY and does not necessarily represent the views of McGill University. "

- 13.2 The Publication may not display the McGill name, crest or logo in its masthead.
- 13.3 The editorial, reporting and advertising content of the Publication is the sole and exclusive responsibility of the Association. It is understood that the University shall not be responsible or liable for the editorial, reporting or advertising content of the Publications.
- 13.4 The Association may distribute the Publication on the Montreal campus at no cost by leaving copies at defined location in the building as designated by the University.
- 13.4.1 The list of Approved **On-campus_Locations** appears in **Appendix D**. No changes shall be made to this list without the approval and authorization of the Deputy Provost (Student Life and Learning).
- 13.4.2 Off-campus distribution is permitted at those Approved **Off-campus** Locations appearing in **Appendix D** and under the following conditions:
- a) no off campus distribution in any other building is permitted without prior written permission of the authorized building manager and authorization from the Deputy Provost (Student Life and Learning);
 - b) off campus distribution shall be permitted in public places including sidewalk boxes;
 - c) authorization of the Deputy Provost (Student Life and Learning) is revocable upon demand;
 - d) no changes shall be made to this list appearing as **Appendix D** without the prior approval and authorization of the Deputy Provost (Student Life and Learning).
- 13.5 No changes shall be made to this list appearing as Appendix D without the prior approval and authorization of the Deputy Provost (Student Life and Learning).
- 13.6 Any violation of these terms may be considered an event of default.

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

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

14. BUSINESS ACTIVITIES

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

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

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

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

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

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

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

15. LOCATION

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

16. FOOD SERVICES

For the term of this agreement the Association shall not operate nor manage, whether directly or under contract, vending machines and food counters, except in the case of DAVE'S Store under the following conditions:

- 16.1 DAVE'S STORE may sell only pre-packaged food obtained from a legally registered food supplier, approved in advance by Student Housing and Hospitality Services (SHHS) on the basis of the food supplier being legally registered and compliant with relevant health and safety regulations, and confirmed in writing by the Deputy Provost ("the Offerings").

The Offerings must be wrapped and identified with the approved food supplier's business name and a "best before" date on the wrapping. Specifically, DAVE'S STORE may sell canned or bottled non-alcoholic cold beverages, hot coffee, dry snack products, and candy products.

- 16.2 DAVE'S STORE will comply with all conditions for food handling, storage, display, sale and disposal, and all such other conditions for health and safety, pest control and garbage containment and disposal, and such other University's building regulations and other conditions specified in the MOA. MUS and DAVE'S STORE will be able to ask SHHS what those regulations are.
- 16.3 DAVE'S STORE is a "Grab and Go" convenience counter. No cooking or food preparations of any kind (including wrapping) may take place on the DAVE'S STORE location.
- 16.4 All sales must be registered and all applicable taxes added.
- 16.5 DAVE'S STORE will be subject to *ad hoc* inspections for compliance with the terms of this permission. The inspection will take place without prior notice, and conducted by McGill staff and/or a third party chosen by McGill Student Housing and Hospitality Services (SHHS) for such purposes. All inspections for compliance with food handling, storage, display, sale and disposal, and for health and safety, pest control and garbage containment and disposal, must be performed by qualified and legally registered inspection personnel.
- Where the first inspection fails, the MUS will have 15 working days to correct the situation.
 - Where the second inspection fails, this permission will end and MUS will lose all privileges granted to DAVE'S STORE through this special permission.

The MUS will pay the cost of the second inspection and all ensuing follow-up inspections performed by a third party chosen by SHHS and MUS. A copy of all inspection reports, including those from the city of Montreal, will be sent to MUS and the SHHS.

Any act, omission, or infraction will constitute a default and will be communicated by the University (notice of default) will result in the immediate suspension of this permission and trial arrangement. Where the infraction relates to health and safety, and taxation issues, MUS will cease all food offerings.

The default must be corrected to the University's satisfaction within the stated period (15 working days). If corrected, the suspension will be lifted and the permission will be reinstated. If not corrected, the suspension will result in the termination of this permission

- 16.6 MUS will remain directly responsible, and accountable for all activities of DAVE'S STORE. All other conditions set out in the MUS' MOA will apply (including, but not limited to, the use of the McGill name, the interdiction to sub-contract the space or activity. The sales of DAVE'S STORE will be included in the audited financial statement of MUS

17. TELEPHONE, MAIL AND E-MAIL

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

- 17.1 to purchase telephone services from the University, including the "398" exchange number, long distance services, internal switching and University directory listings. No equipment other than that provided by McGill Network and Communications Services may be attached to lines provided by McGill
- 17.2 to purchase backbone connectivity and internet access for their computers. This does not include a right to web casting. This may be subject to a separate agreement.
- 17.3 to use the University's e-mail system subject to the Association, its employees, officers and volunteers respecting University policies including but not limited to the ***Policy on the Responsible Use of McGill Information Technology Resources***.
- 17.3 use the University's mailing system, including internal delivery. The Association shall pay for all costs associated with the use, including but not limited to, the cost of external mail sent through the University mailing system.
- 17.4 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.musonline.com within the Associations' own independent interactive website.
- 17.5 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.

18. 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.

19. TEXTBOOKS AND CASEBOOKS

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

Notwithstanding the generality of the foregoing, the University acknowledges that the Association sells Management casebooks 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 Management casebooks produced by the University's authorized publisher. It is the University's intention to allow the Association to continue to sell Management casebooks after the expiry of the term of the present Agreement.

20. TERM AND REVIEW

The term of the present agreement is five (5) years beginning on **June 1, 2021** 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 be extended for a maximum of nine months.

21. NOTICE

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

22. ENTIRE AGREEMENT

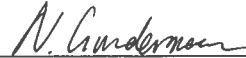
This present Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes and replaces all prior agreements, undertakings, negotiations and discussions of the parties.

23. LANGUAGE


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

AND THE PARTIES HAVE SIGNED:

MANAGEMENT UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY


Per: 
Noah Gundermann
President

28/10/2021
Date

Per: 
Anish Umasuthan
Vice-President (Internal)

28/10/2021
Date


McGill UNIVERSITY

Per: 
Professor Fabrice Labeau
Deputy Provost
(Student Life and Learning)

22/10/2021
Date



2021/12/14

Per: 
Professor Yolande E. Chan
Dean of Desautels Faculty of Management

22/10/2021
Date



100

APPENDIX A

Association Fee Schedule in accordance with Article 1 of this Agreement

Description	Amount	Start Date	End Date	Next referendum date	Opt out
<u>Students' Society Membership Fee</u>	\$30 Full-time (9 and over credits)				No
	\$15 Part-time (less than 9 credits)				No

Other Fees

Management Career Centre Fee	\$40 FT/PT	2011-09			No
Management Computer Development Fund	\$37.50 FT/PT	2013-09			No

APPENDIX B

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 C

Documents in accordance with Article 10 of this Agreement

Includes copies of:

- i. Confirmation of Accreditation under the Quebec law
- ii. Annual Declaration of Incorporation 2021
- iii. Constitution and By-laws
- iv. Copy of the Insurance Certificate 2021
- v. Copy of the Audited Financial Statements 2020
- vi. Copy of the Association's Approved Logo(s)

APPENDIX C

Documents in accordance with Article 10 of this Agreement

Includes copies of:

- i. Confirmation of Accreditation under the Quebec law
- ii. Annual Declaration of Incorporation 2021
- iii. Constitution and By-laws
- iv. Copy of the Insurance Certificate 2021
- v. Copy of the most recent Financial Statements
- vi. Copy of the Association's Approved Logo(s)



Québec, le 29 avril 2005

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

Objet : Accréditation de l'Association des étudiants et étudiantes en administration de
l'Université McGill (AÉEA/MUS).

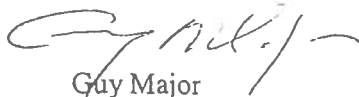
Monsieur le Doyen,

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

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

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

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


Guy Major
Agent d'accréditation

c. c. MM. Francis Wielgosz, MUS ✓
Gerald H. B. Ross, Faculté de gestion



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Gouvernement du Québec
L'inspecteur général
des institutions financières

LETTRES PATENTES
Loi sur les compagnies
(L.R.Q., chap. C-38, a. 218)

Partie III

*L'Inspecteur général des institutions
financières, sous l'autorité de la
partie III de la Loi sur les compagnies,
accorde les présentes lettres patentes aux
requérants ci-après désignés, les consti-
tuant en corporation sous la dénomination
sociale*

ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES
EN ADMINISTRATION DE L'UNIVERSITÉ
MCGILL

ET SA VERSION

MANAGEMENT UNDERGRADUATE SOCIETY
OF MCGILL UNIVERSITY

Données et scellées à Québec le 1993 05 21

et enregistrées le 1993 05 21

au libro C-1427 , folio 41



Gouvernement
du Québec
L'inspecteur
général des
institutions
financières

Jean-Louis Bouchard
inspecteur général des institutions financières

3089-8530

[Signature]
Contresignataire



1 — Requérants

Les requérants auxquels sont accordées les présentes lettres patentes sont:

Nom et prénoms	Profession ou Occupation habituelle	Adresse domiciliaire (No, rue, municipalité, code postal)
Neil Weber	Étudiant	6 Highland Court Aurora, Ontario L4G 2T1
Ronald Balinsky	Étudiant	74 Chemin Hampstead Montréal, Québec H3X 1K3
George Rizk	Étudiant	301 Boulevard Deguire App. 1047 Montréal, Québec H4N 1P8

2 — Siègè social

Le siègè social de la corporation est situé 1001 rue Sherbrooke ouest
Local 013
Montréal, Québec
H3A 1G5

3 — Conseil d'administration

Les administrateurs provisoires de la corporation sont:

Neil Weber
Ronald Balinsky
George Rizk

4 — Immeubles

Le montant auquel sont limités les biens immobiliers que peut acquérir
et posséder la corporation est limité à 1 000 000

ou

Les revenus provenant des biens immobiliers que peut acquérir et
posséder la corporation sont limités à



5 — Objets

Les objets pour lesquels la corporation est constituée sont les suivants:

A des fins purement sociales, charitables et éducatives et sans intention pécuniaire pour ses membres:

Regrouper en corporation les étudiants de premier cycle de la faculté d'administration de l'Université McGill.

Favoriser les échanges entre les membres ci-haut mentionnés par des réunions, danses, rencontres et sans limitation de quelque façon que ce soit.

Organiser et maintenir des activités sociales, éducatives ou culturelles connexes de façon à promouvoir les buts de la corporation.

Prendre tous les moyens efficaces et nécessaires afin d'assurer la poursuite des buts de la corporation.

Fournir des services de toute nature en relation avec les buts de la corporation.



6 — Autres dispositions (selon le cas)

Le conseil d'administration est composé de 10 administrateurs.

Advenant le cas de la dissolution de la corporation, tous les actifs restant après paiement des dettes de la corporation seront distribués aux membres.

Émettre, endosser ou accepter des billets à ordre, lettres de charge, mandats et autres effets négociables dans le cours ordinaire de ses affaires.





Rechercher une entreprise au registre

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

Renseignements en date du 2021-11-03 09:47:08

État des informations

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1140996472
Nom	ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES EN ADMINISTRATION DE L'UNIVERSITÉ MCGILL
Version du nom dans une autre langue	MANAGEMENT UNDERGRADUATE SOCIETY AT THE DESAUTELS FACULTY OF MANAGEMENT

Adresse du domicile

Adresse	228-1001 RUE Sherbrooke O Montréal Québec H3A1G5 Canada
---------	---

Adresse du domicile élu

Nom de l'entreprise	ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES EN ADMINISTRATION DE L'UNIVERSITÉ MCGILL
Nom de la personne physique	
Nom de famille	Gundermann
Prénom	Noah

Adresse	228-1001 RUE Sherbrooke O Montréal Québec H3A1G5 Canada
---------	---

Immatriculation

Date d'immatriculation	1994-08-24
Statut	Immatriculée
Date de mise à jour du statut	2001-05-25
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
-----------------	-----------------------------------



Date de la constitution	1993-05-21 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	2021-04-23
Date de la dernière déclaration de mise à jour annuelle	2021-11-02 2021
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2021	2021-11-01
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2020	2020-11-01

Faillite

L'entreprise n'est pas en faillite.

Fusion et scission

Aucune fusion ou scission n'a été déclarée.

Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

Liquidation ou dissolution

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

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

Code d'activité économique (CAE)	9861
Activité	Organisations civiques et amicales
Précisions (facultatives)	ORGANISATIONS CIVIQUES ET AMICALES

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	Gundermann
Prénom	Noah
Date du début de la charge	2021-04-23
Date de fin de la charge	
Fonctions actuelles	Président
Adresse	4473 av. de l'Esplanade Montréal (Québec) H2W1T2 Canada

Nom de famille	Elie-St-Germain
Prénom	Delphine
Date du début de la charge	2021-04-23
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	157 rue Philippe-Musseaux Boucherville (Québec) J4B2M4 Canada

Nom de famille	Mya
Prénom	Ty
Date du début de la charge	2021-04-23
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	3409 rue Hutchison Montréal Québec H2X2G1 Canada

Nom de famille	Murphy
Prénom	Michael
Date du début de la charge	2021-04-23
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	3573 rue Aylmer Montréal (Québec) H2X2B9 Canada

Nom de famille	Antoine
Prénom	Bertrand
Date du début de la charge	2021-04-23
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	91-900 rue Sherbrooke O Montréal (Québec) H3A1G3 Canada

Nom de famille	Fishman
Prénom	David
Date du début de la charge	2021-04-23



Date de fin de la charge

Fonctions actuelles

Vice-président

Adresse

3409 rue Hutchison Montréal Québec H2X2G1
Canada

Nom de famille

Diepold

Prénom

Cole

Date du début de la charge

2021-04-23

Date de fin de la charge

Fonctions actuelles

Vice-président

Adresse

3640 rue Hutchison Montréal (Québec) H2X2H3
Canada

Nom de famille

Cichi

Prénom

Claudio

Date du début de la charge

2021-04-23

Date de fin de la charge

Fonctions actuelles

Vice-président

Adresse

301-1540 av. Summerhill Montréal (Québec) H3H1C1
Canada

Nom de famille

Umasuthan

Prénom

Anish

Date du début de la charge

2021-04-23

Date de fin de la charge

Fonctions actuelles

Vice-président

Adresse

3660 av. du Musée Montréal (Québec) H3G2C9
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
DÉCLARATION DE MISE À JOUR ANNUELLE 2021	2021-11-02
Déclaration de mise à jour courante	2021-04-23
DÉCLARATION DE MISE À JOUR ANNUELLE 2020	2020-08-10
Déclaration de mise à jour courante	2020-04-30
DÉCLARATION DE MISE À JOUR ANNUELLE 2019	2019-05-02
DÉCLARATION DE MISE À JOUR ANNUELLE 2018	2018-05-28
DÉCLARATION DE MISE À JOUR ANNUELLE 2017	2017-05-29
DÉCLARATION DE MISE À JOUR ANNUELLE 2016	2016-07-04
DÉCLARATION DE MISE À JOUR ANNUELLE 2015	2015-06-17
DÉCLARATION DE MISE À JOUR ANNUELLE 2014	2014-07-29
Déclaration de mise à jour courante	2014-04-27
DÉCLARATION DE MISE À JOUR ANNUELLE 2013	2013-07-30
Déclaration de mise à jour courante	2013-05-29
DÉCLARATION DE MISE À JOUR ANNUELLE 2012	2012-08-27
DÉCLARATION DE MISE À JOUR ANNUELLE 2011	2011-09-07
Déclaration annuelle 2010	2010-08-17
État et déclaration de renseignements 2009	2009-06-09
Déclaration annuelle 2008	2008-08-25
Déclaration annuelle 2007	2008-08-25
Déclaration annuelle 2006	2008-08-25
Avis de défaut	2008-03-06
Avis de défaut	2008-03-03
Déclaration annuelle 2005	2006-09-11
Avis de défaut	2006-06-20
Déclaration annuelle 2004	2005-10-06
Avis de défaut	2005-06-09
Déclaration annuelle 2003	2003-11-20
Déclaration annuelle 2002	2002-10-02
Déclaration annuelle 2001	2001-10-17
Déclaration annuelle 2000	2001-05-25
Déclaration annuelle 1999	2001-05-25
Déclaration annuelle 1998	2001-05-25
Déclaration annuelle 1997	2001-05-25
Déclaration annuelle 1995	2001-05-25
Avis (arrêté) de révocation de radiation	2001-05-25
Radiation d'office	1999-05-08
Avis de défaut	1998-05-25
Déclaration annuelle 1996	1996-11-15
Avis de défaut	1996-06-08
Déclaration initiale	1995-04-04
Changement du nombre d'administrateurs	1994-08-24

Index des noms

Date de mise à jour de l'index des noms

2013-07-30



Nom

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES EN ADMINISTRATION DE L'UNIVERSITÉ MCGILL	MANAGEMENT UNDERGRADUATE SOCIETY AT THE DESAUTELS FACULTY OF MANAGEMENT	1993-05-21		En vigueur

Autres noms utilisés au Québec

Autre nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
L'ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES EN ADMINISTRATION DE L'UNIVERSITÉ MCGILL	THE MANAGEMENT UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY	2013-06-27		En vigueur
MANAGEMENT UNDERGRADUATE SOCIETY INC.		1995-03-21	2013-06-27	Antérieur



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Constitution

Revised: March 1st, 2017

MANAGEMENT
UNDERGRADUATE
SOCIETY



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PREAMBLE

In recognition of the vast diversity among members of the Management Undergraduate Society and in respect of diverse orientations, this Constitution shall be interpreted in a manner consistent with the laws of Canada and of the province of Québec. The Constitution shall be interpreted by the President of the Society (in consultation with the MUS Council).

MISSION

The mission of the MUS shall be to cultivate the personal, academic, and professional development of all BCom students within the Desautels Faculty of Management.

VISION

The MUS seeks to instill a sense of commitment and community at Desautels and to function as an integral resource, in partnership with the Desautels Faculty of Management, in preparing its members for the utmost success upon graduation from McGill University.

ARTICLE 1: DEFINITIONS AND INTERPRETATIONS

Unless otherwise defined within an article, the following terms shall be interpreted to mean

1. “Academic Year”: From the first day of the Fall Semester until the final day of exams of the Winter Semester;
2. “Board of Directors”: Voting members of the MUS Council
3. “Club”: Encompasses both interim and fully-recognized MUS clubs
4. “Council”: An assembly of voting and non-voting members of the MUS who are responsible for the governance of the organization and its continued existence.
5. “Constitution”: The Constitution of the MUS which governs the affairs of the MUS;
6. “Desautels”: Desautels Faculty of Management;
7. “Exam Period”: The time period from the last day of classes in the Fall semester until the first day of classes in January and the time period from the last day of classes in the Winter semester until the end of the academic year;
8. “Executive”: A group of appointed officials reporting to the President and Board of Directors as defined in the Policies.
9. “General Membership of the MUS”: The most current count of the individuals who are members, as provided by the Bachelor of Commerce Office;
10. “Good Academic Standing”: States that a student is not on academic probation as determined by McGill University;
11. “Policy”: A motion, resolution, statement, paper, platform, report, or position adopted by the MUS in accordance with the requirements of the Constitution;
12. “Policies”: The document containing all the Policies that govern the operations of the MUS.
13. “Portfolio member”: Holder of any committee or club position within the MUS;
14. “Portfolio”: The area of responsibility for the President or a Vice President, as outlined in the Policies;
15. “Society”: Management Undergraduate Society of McGill University
16. “SSMU”: Students’ Society of McGill University
17. “Term”: From the incoming turnover date of the elected members of the Board of Directors until the outgoing turnover date of the majority of the Board of Directors;
18. “University”: McGill University in Montréal, Québec.

ARTICLE 2: THE SOCIETY AND THE EXECUTIVE OF THE SOCIETY

SECTION 2.01: THE SOCIETY

2.01.01

The name of the association shall be the “Management Undergraduate Society of McGill University” in English, and the “Association des Étudiants et Étudiantes en Administration de l’Université de McGill” in French, hereafter referred to as the MUS.

2.01.02

The Society and McGill University are committed to preserve their positive relationship and recognizes the pre-eminence of that organization and its Constitution and the Memorandum of Agreement between the two parties.

SECTION 2.02: THE EXECUTIVE OF THE SOCIETY

2.02.01

The Executive shall carry out their duties to the best of their ability as directed by the Council and in accordance to the mission of the MUS. The Executive shall not derogate the name of the MUS or any of its members.

2.02.02

The Executive shall be composed of the President, elected by the general membership of the MUS, and of the following appointed members, selected by the Board of Directors of the Council:

1. Vice President of Academic Affairs
2. Vice President of Communications
3. Vice President of Competitions
4. Vice President of Corporate Relation
5. Vice President of Development & Outreach
6. Vice President of Events
7. Vice President of Financial Affairs
8. Vice President of Internal Affairs

Any changes to the composition of the Executive shall be approved by a two-thirds (2/3rds) vote of the Council. This Constitution shall be amended to reflect any changes in the composition of the Executive.

2.02.03

The President, Vice Presidents, and members of the Board of Directors must be members of the MUS as defined in subsection 3.01.01, and in good academic standing as confirmed by the BCom office during the entire duration of their office.

SECTION 2.03: DUTIES OF THE EXECUTIVE

2.03.01

The duties of the President shall include the following, but shall not necessarily be limited herein:

1. Chair all Executive meetings
2. Reserve the right to designate another member as Chair of the Executive in his/her stead

3. Announce and hold office hours at least twice weekly, totaling no less than three (3) hours per week
4. Exercise due diligence at meetings and refer to this Constitution, the Policies and Robert's Rules of Order where there exists a question of order or procedure
5. Enforce compliance with this Constitution
6. Supervise, coordinate, and direct the duties of Executive members
7. Act as spokesperson for the MUS in dealing with all external parties, unless a replacement is appointed
8. Maintain relations and communications with key Desautels Faculty of Management and McGill University administration members
9. Maintain relations and communications with SSMU and all other student societies on campus
10. Ensure the long-term financial stability and viability of the MUS
11. Perform duties required to further the mission of the MUS
12. Receive a copy of all written exit reports from the Executive and the Board of Directors of the Council to be held for continuity prior to turnover.
13. Reside within the Greater Metropolitan Area of Montréal for the entire term of his/her office

2.03.02

The duties of the Executive, in addition to those outlined in the Policies, shall include the following, but shall not necessarily be limited herein:

1. Uphold the MUS Mission Statement, the MUS Constitution, and all official policies of the Management Undergraduate Society.
2. Act as the primary contact point for all members of the MUS.
3. Implement the strategic directives set forth by the Board of Directors of the Council.
4. Fulfill activities required for the successful, sustainable operation of the MUS.
5. Select, appoint, and oversee all portfolio positions and ensure the sustainability of all portfolio events and committees.
6. Hold no other MUS chair, committee, or club executive position.
7. Approve non-reoccurring initiatives, subject to the approval of the Council and budgetary powers as per subsection 8.03 of the Constitution.
8. Make recommendations to the Council for reoccurring initiatives to be included in the annual budget and/or to have a corresponding portfolio position created or abolished.
9. Have the power to remove appointed Portfolio Members for derogation of the MUS name, or a failure to fulfill their MUS duties as outlined in the Policies.
10. Provide input and feedback during the turnover process on the selection of the incoming Executive
11. Report regularly to all Executive meetings.
12. Provide verbal reports to the Council at least once a month.
13. Ensure the strong continuity with the Executive's successors and with members within each Executive portfolio.
14. Carry out and have other such powers and responsibilities as are assigned in the Policies.

SECTION 2.04: MEETINGS OF THE EXECUTIVE

2.04.01

Executive meetings shall be convened by the President at least thrice per month during the academic year, with the exception of exam periods where meetings are convened once a month. Additionally, the Executive shall meet at least once per month between May and August inclusive.

2.04.02



Executive meetings may be called by the President at any time or if petitioned to do so by a quorum of Executive members.

2.04.03

The President shall be the Chair of the Executive. The President reserves the right to delegate another as Chair of the Executive in his/her stead. Should the standing Chair of the Executive not be present, his/her replacement shall be determined by a majority vote of the present Executive.

2.04.04

Quorum is achieved when a simple majority of the voting members of the Executive are present.

2.04.05

All Executive positions have the right to one (1) vote. No Executive member shall hold more than one (1) voting position on the Executive.

2.04.06

All Executive meetings shall be open to all members of the MUS unless specifically deemed in camera. Only a two-thirds (2/3rds) majority vote of the Executive may deem a meeting to be in camera.

SECTION 2.05: REMOVAL OR RESIGNATION OF THE EXECUTIVE

2.05.01

A removal of the President shall be effected by the processes defined in section 4.05.

2.05.02

A removal of a Vice-President shall be effected by a non-confidence vote by the Council. The motion must have ten (10) days' notice. To be resolved, the non-confidence motion must be passed by a two-thirds majority of the Council present and voting. The wording of the motion shall be:

"(name of Vice President) shall cease to hold the position of Vice President of the Management Undergraduate Society"

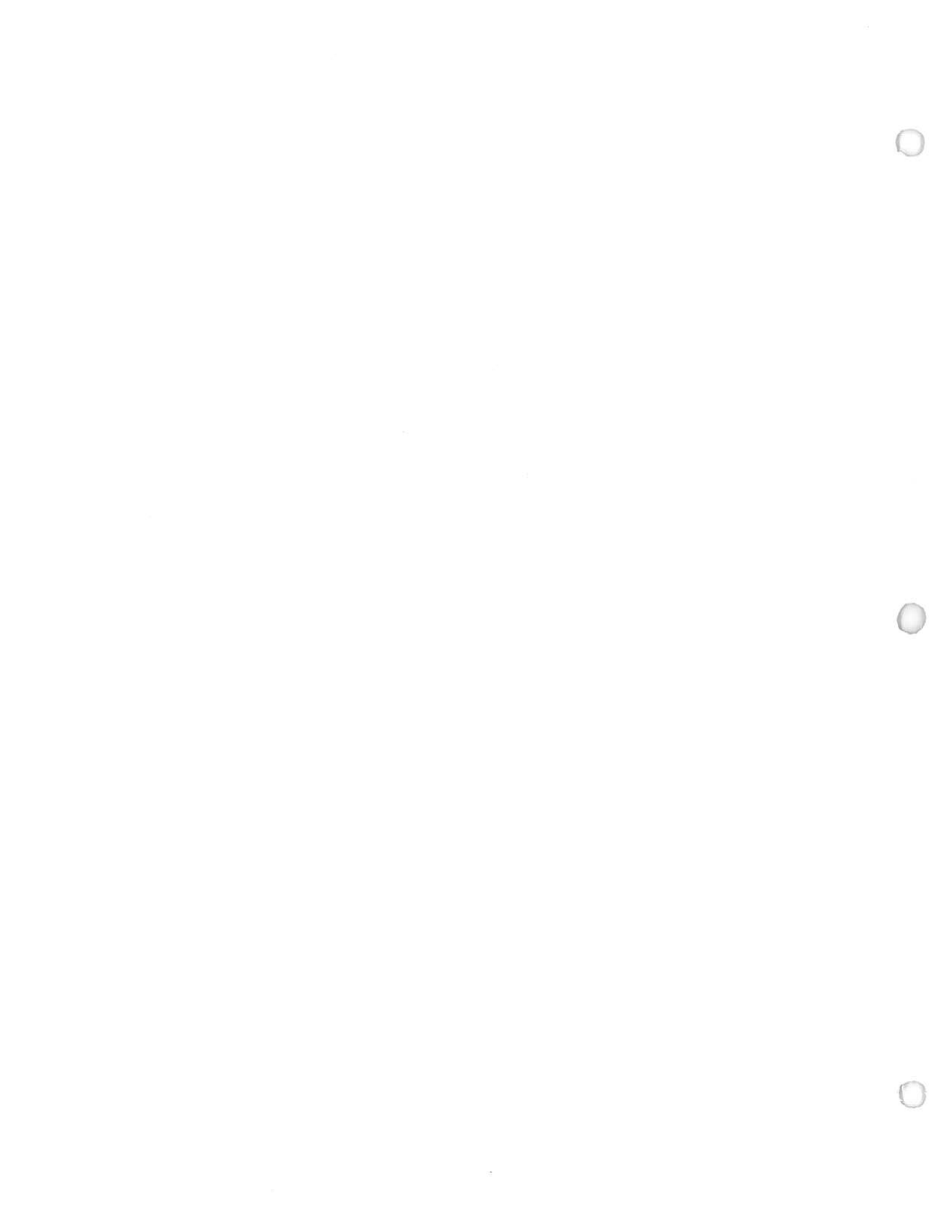
2.05.03

The President or the Vice Presidents may resign from their positions by written notification to the Council if unable to fulfill their obligations. Upon resignation, the Executive members must be removed from their respective offices under the MUS.

2.05.04

Upon resignation of the President, the Vice President of Academic Affairs shall act as the interim President until a new President is elected.

2.05.05



In the event that the President is away without leave or otherwise not fulfilling their obligations for a period of ten (10) days or more, the Council will hold an emergency meeting to confirm the Vice President of Academic Affairs as acting President of the Society with a simple majority vote of Council members.

2.05.06

In the event that any member of the Executive is away without leave or otherwise not fulfilling their obligations for a period of ten (10) days or more, the Council shall designate, by a simple majority (50% plus one) vote, an individual to act in that position until the new Vice President takes office.

2.05.07

After resignation, the vacant Executive position shall be filled selected in an expedited manner of the form in which he/she was chosen initially. No more than ten (10) days of classes shall pass before the new Executive takes office.

ARTICLE 3: MEMBERSHIP

SECTION 3.01: MEMBERSHIP

3.01.01

All undergraduate students who are registered in the Desautels Faculty of Management in the Bachelor of Commerce program at any point during the academic year shall be deemed members of the MUS. Only individuals fulfilling the requirements this subsection and paying annual fees will be considered members of the MUS.

3.01.02

Every member of the MUS shall be a member of only one academic year category. A student's year category will be determined by their academic progress. The shall, at any one point in time, be four year categories in the Society: U0, U1, U2 and U3. Students beyond U3 will be considered a part of the U3 category.

3.01.03

All members of the MUS are afforded the same rights and opportunities to participate in MUS or MUS- related activities

3.01.04

Notwithstanding subsection 3.01.03, exchange students to the Desautels Faculty of Management shall be deemed to be members of the MUS, except in the matters of:

1. Elections
2. Referenda
3. Member of the Board of Directors of the Council; OR
4. Appointment of the Executive

3.01.05

Non-members of the MUS are afforded the privilege of participating in MUS or MUS-related activities, but members shall always take precedence. Practices governing the inclusion of non-members shall be detailed in the Policies

SECTION 3.02: RIGHTS, PRIVILEGES AND OBLIGATION

3.02.01

The rights and privileges of members of the Society, as described in subsection 3.01.01, shall include the following rights:

1. To vote in all Society elections and referenda.
2. To hold positions within the Society, subject to any restriction of an office or position as outlined by the Constitution or Policies.
3. To attend assemblies of the society as described in Article 7.
4. To speak for or against, move or second motions at General Assemblies or Special General Assemblies.
5. To vote at General Assemblies or Special General Assemblies.

SECTION 3.03: SOCIETY STUDENT LEVY

3.03.01

There shall be four fees to be paid every semester by every member to aid in accomplishing the objectives of the MUS. The MUS fees shall be (re)established by a regular referendum in accordance with article 4.04, and shall be reviewed each spring by the Council. Once set, the fees are in effect until a review of the fees finds the need to change it.

3.03.02

Fees are levied through the MUS for various purposes such as fund the operations of the organisation, improve the Management Career Services, fund purchases of electronic material and improve space for the students:

1. The MUS student levy as of October 4th, 2013 is \$30.00 per semester.
2. The Desautels Computer Development levy as of October 4th, 2013 is \$37.50 per semester.
3. The Desautels Career Centre levy as of October 4th, 2013 is \$40.00 per semester.
4. The Management Student Space Improvement levy as of February 5th, 2015 is \$40.00 per semester.

3.03.03

This Constitution shall amend to reflect the current amount of student fees charged by the MUS.

ARTICLE 4: ELECTIONS AND REFERENDA

SECTION 4.01: ADMINISTRATION

4.01.01

The Elections Committee is responsible to administer the MUS elections and referenda in accordance with the Policies.

4.01.02

The members of the Elections Committee shall be students in good standing with the MUS, shall not hold an elected or Executive position, and shall not be a candidate for any elected or Executive position unless they agree to leave their office as defined in the Policies.

4.01.03

Elections and referenda shall be held only at any time in agreeing with the following:

1. No elections or referenda may be held outside of the academic year as defined in Article 1.
2. No elections or referenda may be held in the first two (2) weeks of classes in the fall or winter terms, unless deemed absolutely necessary by the President, in consultation with the Council.
3. No elections or referenda may be held in the two (2) weeks prior to final exams in the fall or winter terms, or during those exams.

4.01.04

All campaigns and procedures for Elections and referenda shall occur in accordance with the Policies.

SECTION 4.02: GENERAL ELECTIONS

4.02.01

The following positions shall be elected by the entire membership of the MUS in a general election to be held in the winter semester as outlined in the Policies.

1. President
2. Management Senator
3. Representatives to SSMU – two (2) representatives

4.02.03

Should the MUS see its number of SSMU Representatives change; this Constitution shall be updated to reflect the current number of SSMU Representatives on the SSMU Council. In the case where the MUS loses a seat on SSMU Council, the Council will appoint the official SSMU Representative from the current Representatives. Any previous Representative not selected as Official SSMU Representative will retain a non-voting seat on the Council until turnover.

4.02.04

Should the Management Senator or a Representative to SSMU resign or otherwise be removed from their position at an external body, they will cease to be a member of the Council. Similarly, should the President, Management Senator or a Representative to SSMU cease to be a member of the Council, they will no longer be an official representative of the MUS to external parties.

SECTION 4.03: YEAR REPRESENTATIVES ELECTIONS

4.03.01

The following positions will be elected by students in the appropriate academic years in an election to be held in the fall semester as outlined in the Policies:

1. U0 Representative.
2. First-Year U1 Representative.

4.03.02

The following positions will be elected by students in the appropriate academic years in an election to be held in the winter semester as outlined in the Policies:

3. Second-Year, U1 Representative.
4. U2 Representative.
5. U3 Representative.

4.03.03

U0, U1, U2 and U3 Year Representatives may be elected only by MUS members who, during the term of office of the new representatives, will be holding respectively U0, U1, U2 and U3 Year Standing in accordance with subsection 3.01.02 as confirmed by McGill Student Accounts as at the election dates.

4.03.04

Elections for First Year Representatives shall occur at the discretion of the Election Committee before the end of September. Elections for U1, U2 and U3 Representatives shall occur in the winter term as outlined in the Policies.

4.03.05

All Academic Year representatives must be holding, for their new term of office, the appropriate academic year standing in accordance with subsection 3.01.02 as confirmed by McGill Student Accounts.

4.03.06

In addition to subsection 4.03.05, First Year Representatives as defined in subsection 5.02.03 must be holding, for their new term of office, their respective U0 and U1 program standing as confirmed by McGill Student Accounts.

SECTION 4.04: REFERENDA

4.04.01

A referendum shall be called at any time in accordance with subsection 4.01.03, by the President upon:

1. A resolution of the Council; or
2. A petition, delivered to the Council and supported by the signatures of ten percent (10%) of the members of the MUS.

4.04.02

Upon formal calling of a referendum in accordance with subsection 4.04.01, the Council and petitioners shall agree on the wording of the question. Should the parties be unable to agree on the wording, the Chief Returning Officer shall act as binding arbitrator. In such a case that the Chief Returning Officer is one of the petitioners, the Council shall appoint by simple majority vote a binding arbitrator.

4.04.03

The question posed in a referendum shall be drafted so that it may be answered "yes" or "no".

4.04.04

Upon finalization of the wording of the question, the referendum will be placed on the docket for the next election period. If the issue is deemed time-sensitive, the motion can be placed to an online vote during any period in the fall or winter semester through simple majority vote of the council

4.04.05

Should the Council deem the subject of the referendum to be time sensitive they may request that the Chief Returning Officer expedite the referendum.

4.04.06

A referendum shall be acted upon by the MUS where:

1. Subject to other sections in the Constitution, a simple majority of votes cast support the referendum; AND
2. At least fifteen percent (15%) of the general membership of MUS has voted

4.04.07

The campaign for a referendum must follow the guidelines outlined in the Policies.

SECTION 4.05: IMPEACHMENT

4.05.01

A removal of the President, Representatives to SSMU, Management Senator, or Academic Year Representatives shall be effected by the following process:

1. A petition approved by 2/3 of the Board and the Executives of MUS Council or twenty-five percent (25%) of the members of the MUS/relevant year population, outlining grounds for impeachment, to begin the impeachment process. The petition shall be worded as follows:
"(name of member) shall cease to hold the positions of (name of position) of the Management Undergraduate Society for the following reasons: (list)"
2. A ten (10) day notification period will be held between the commencement of the impeachment process and the impeachment proceedings. This period may be shortened to five (5) days should the petition outline reasonable cause to expedite it.
3. Arguments for impeachment will be presented before arguments against impeachment. Speaking times will be agreed upon by majority vote of the Council
4. All members of the Executive and the Board of Directors will have the right to cast one ballot for or against impeachment. No votes may be cast by proxy. 3/4 of the combined Executive and Board of Directors must be present. Voting will be done by private ballot.
5. Impeachment will occur if and only if there is a 2/3 plus one vote of the combined Executive and Board of Directors to impeach.

4.05.02

Subject to subsection 4.01.03, an election to fill any removed positions shall be held within fourteen (14) calendar days of impeachment.

ARTICLE 5: MANAGEMENT UNDERGRADUATE SOCIETY COUNCIL

SECTION 5.01: TERMS OF REFERENCE OF THE COUNCIL

5.01.01

The Council is the highest decision making body for the policy and governance affairs of the MUS. The Council has full power, within the restrictions of the Constitution, to create, alter and/or terminate any policy statements, which are considered to be MUS policy, and to deal with any reports, recommendations and/or conclusions of any groups, committees and organizations which fall within the scope of the MUS.

5.01.02

Without in any way restricting the generality of the foregoing, the Council shall aim to fulfill its mandate by dealing with any reports, including their recommendations and conclusions; motions, as submitted by the Executive, Council or the MUS student body at large; policy decisions regarding the official stance of the MUS on any issue within the scope of the Council; approving allocations for all monies assigned in the current budget; to represent the MUS where it is deemed necessary in the fulfillment of its mission; to carry out various duties in the interest of the societal student body; and to move the society forward, and towards its mission.

5.01.03

The decisions of the Council shall be binding on the members of the MUS.

5.01.04

Powers which are not granted by this Constitution or assigned in the Policies to any other council or to the general membership of the MUS are granted to the Council to either execute or assign by simple majority vote.

SECTION 5.02: MEMBERSHIP TO COUNCIL

5.02.01

The voting members of the Council shall be referred as the Board of Directors:

1. President of the Society;
2. Management Senator
3. Representatives to the SSMU – two (2) representatives, one (1) vote
4. First-Year Representatives, one U0 and one U1 – two (2) representatives, one (1) vote
5. Second-Year U1 Representative
6. U2 Representative
7. U3 Representative

5.02.02

The non-voting members of the Council shall be:

1. Chairman of the Board
2. Vice President of Academic Affairs
3. Vice President of Communications
4. Vice President of Conferences & Competitions
5. Vice President of Corporate Relations
6. Vice President of Events
7. Vice President of Financial Affairs
8. Vice President of Internal Affairs

9. Members of the Alumni Council as outlined in the Policies
10. One Clubs Representative, appointed by a simple majority vote of all MUS Club Presidents

5.02.03

The First-Year Representatives are composed respectively of a U0 Students Representative and a U1 Students Representative. Both representatives must be entering their first year of studies at McGill as defined in subsection 3.01.02.01 while respectively holding U0 and U1 standing as confirmed by McGill Student Accounts.

5.02.04

Any changes to the composition of the non-voting members of Council shall be approved by a two-thirds (2/3rd) majority of the Board of Directors. This Constitution shall be amended to reflect any changes in the composition of the Council and the student body will be notified of any changes to this constitution by the VP Communications

SECTION 5.03: DUTIES OF THE COUNCIL

5.03.01

Responsibilities of the Council shall be to:

1. Define the long-term strategy to fairly and efficiently achieve the mission of the MUS.
2. Ensure the sustainability of the MUS as a body representing the interests of Desautels BCom students.
3. Remain neutral with regards to all external political matters, or matters with the potential to ostracize any group existent within the MUS membership.
4. Foster transparency of all MUS activities for the entire Desautels BCom student body.
5. Represent the best interests of their respective constituencies and ensure due diligence is performed prior to making all decisions.
6. Maintain good relations with the Desautels Faculty of Management.
7. Select and appoint the Vice-Presidents of the Executive Council prior to the official turnover date, with two-thirds (2/3rds) majority vote.
8. Remove an appointed Executive Council member from the Executive Council by a two-thirds (2/3rd) majority vote should that member fail to fulfill their Executive duties as outlined in the HR policy.
9. Evaluate and present recommendations for the continuation, discontinuation, improvement, or creation of MUS activities to the incoming Board of Directors prior to turnover.

5.03.02

Council members shall carry out and have such other powers and responsibilities as are assigned in the Policies.

5.03.03

Council members shall carry out and have such other powers and responsibilities as are assigned in the Policies. Powers which are not granted by this Constitution or assigned in the Policies to any other council or to the general membership of the MUS are granted to the Council to either execute or assign by simple majority vote.

5.03.04

All voting and non-voting Council members have the duty to report at every Council meeting, the activities related to their position including any committees overseen as defined in the Policies. A lack of attendance or participation in the activities related to their position is ground for removal as outlined in the Policies.

5.03.05

The remaining duties of the Council members shall be defined in the Policies

SECTION 5.04: COUNCIL COMMITTEES

5.04.01

Committees shall be formed for a purpose identified at creation by the Council and act as commissioners of the MUS. The creation, size, mandate, schedule and all other details relating to a new committee shall be approved by a simple majority vote (50% plus one) of the Council.

5.04.02

Once a committee has been created through the process outlined in article 5.04.01, members shall be added immediately from the MUS Council and from the general student body on a volunteer basis. The following steps must be followed in order to properly communicate the creation of a new committee:

1. The committee name and all relevant details must appear on the website.
2. An e-mail must be sent to the membership of the MUS to promote any member-at-large positions.

5.04.03

Standing committees are established to consider continuing issues. Once established, they shall serve continuously with progressive changes in membership. Changes to committee membership will occur as outlined the Policies. Each year, the chair(s) of each committee shall submit a statement to the Council outlining the objectives of the committee for the upcoming year, as well as an indication of the proposed means of achieving those objectives.

5.04.04

Special committees are established for the purpose of examining issues on an ad hoc basis where no appropriate standing committee exists, and it has been determined that there is a need for a committee to examine and find solutions to the issue(s). Their terms of reference shall be communicated to Council. A special committee shall be considered disbanded following the reception of its final report by the Council.

5.04.05

All committees must have a minimum of one (1) voting member of MUS Council in their membership. Whenever possible, open positions on the committees should be advertised in the MUS Involvement Package.

5.04.06

A committee report, which shall be presented to the Council by the committee chair, shall represent the opinion of the majority of the committee. The signature of the committee chair shall attest to the authenticity of the report. Reports and their accompanying recommendations may be received as a motion to the Council. Any report not received shall be considered not to exist.

5.04.07

A report that is received per subsection 5.04.06 does not necessarily have to be approved. Reports may be approved in principle while their recommendations are approved separately as specific policy resolutions. Should there be more than one recommendation, each recommendation shall be considered for approval on an individual basis, and the Council shall only be bound by those recommendations have been individually voted through by a simple majority resolution of the voting members of the council. A report without any recommendation requires no further proceedings with reference to it, subsequent to its reception of the Council.

5.04.08

Regulations concerning the existence, operation, jurisdiction and authority of committees shall be outlined in the Council Policy.

SECTION 5.05: RULES OF ORDER

5.05.01

A copy of the current Council Policy, which shall govern at all Council meetings, shall be made available to each Council member at the first meeting they attend after election, appointment, or acclamation. These rules shall be amendable by a two-thirds (2/3rds) vote at any regular meeting of the Council where notice of such motion is given during the previous meeting.

SECTION 5.06: COUNCIL MEETINGS AND QUORUM

5.06.01

The Council will meet at least eight (8) times during the course of the academic year, September to April. Meetings will be held in accordance with the Policies.

5.06.02

The meetings of the Council shall be open to the public and to be set and announced on the website and all communication channels by the end of September; however, there shall be recourse to in-camera sessions if so decided by a majority of the voting members present. If such a motion is passed, all non-Council members must leave the room, as well as non-voting Council members where defined by policy. No expenditures shall be approved during an in-camera session except where required by policy.

5.06.03

Quorum shall be two-thirds (2/3rds) of all voting members. If two-thirds of all voting members is not a whole number, the next highest whole number shall constitute quorum. Proxy votes will not be accepted as part of quorum determination. If quorum is not maintained, the meeting shall be adjourned and the time and names of the members present shall be recorded in the minutes. Quorum at a Council meeting is required to pass any motion brought forward to Council.

5.06.04

Seats that have not been filled either due to vacancy or, in the case of the First-Year Representatives, a gap in a position's term, shall not be counted towards the total number of voting members of Council counted to achieve quorum.

5.06.05

Motions of the meetings of the Council shall be decided by a majority vote of the Board of Directors as defined in subsection 5.02.01.

5.06.06

In the absence of a voting member at Council, such voting member may proxy their vote to another member of the MUS by notifying the Chair. A vote may not be given as a proxy to another voting Council member as defined in subsection 5.02.01.

5.06.07

In the absence of a non-voting member at Council, such member must appoint a proxy their representation to another member of the MUS by notifying the Chair. In the event of the absence of the Council Chairperson, the MUS President will act as Council Chair. If both are absent, a Chairperson will be appointed by simple majority vote of the MUS Council. .

5.06.08

Council members shall follow other meeting requirements as outlined in the Policies

SECTION 5.07: REMOVAL OR RESIGNATION OF COUNCIL MEMBERS

5.07.01

Each Council member is expected to act in the best interest of their constituency.

5.07.02

In addition to any issues outlined in the MUS HR policy, all Council members are subject to removal from the Council on the following grounds:

1. Breach of the MUS Constitution or Policies;
2. Unfair discrimination;
3. Derogation of the MUS name;
4. Theft, fraud or embezzlement of funds;
5. Ineligibility to be a member; and
6. Just cause.
7. Where removal is mandated in accordance with the HR Policies.

5.07.03

Upon a breach of subsection 5.07.02 the Chair shall make a motion, which has had proper notice, that the offending Council member be removed as a member of the Council, and from their respective offices under the MUS. Such a motion does not require a seconder. If such a motion is approved by a majority of Council members present and voting, then the offending member shall be deemed removed from their seat on the council as well as any other positions and responsibilities that arise from their position on the council. During the vote, the ballot will be secret, and the offending member's voting rights suspended. If the motion is defeated, the Chair shall make another motion if any other conditions of 5.07.02 are met.

5.07.04

Voting or elected member of the council shall be removed from office in accordance to section 4.05.

5.07.05

A non-voting Council member may resign from his/her position by written notification to the Executive and the Chair. Upon resignation, the Council member must be removed from their respective offices under the MUS per their respective removal clauses under section 2.05 or section 6.03.

5.07.06

If a Council member is removed or has resigned after April 30th, the Chair may appoint an individual to act in that position to the Council until a new member is appointed in accordance with the Policies, subject to ratification by a two-thirds (2/3rds) vote of the Council.



ARTICLE 6: CLUBS AND PORTFOLIOS

SECTION 6.01: RECOGNIZED MUS CLUBS

6.01.01

MUS Recognized Clubs are responsible for catering towards the specific needs and interests of students pursuing a Bachelor of Commerce degree, and exposing students to unique areas of business that are outside the academic realm by organizing conferences, competitions, or services for the members of the MUS. Clubs shall, as their primary focus, substantially contribute to the achievement of the MUS mission statement.

6.01.02

Any group fulfilling the conditions outlined in the Club Policy may apply to the Board of Directors to request interim MUS club status.

6.01.03

The following Clubs, in conjunction with their stated club status, are considered to be MUS Recognized Clubs

MUS Interim Clubs:

1. FinTech Association
2. McGill Students Business Review
3. PennyDrops
4. KIVA
5. McGill Data Network

MUS Chartered Clubs:

1. Management Investment Club
2. International Management Association
3. Management Accounting Society
4. Desautels Exchange Network
5. MUS Marketing Network
6. Sustainability Network
7. Management Consulting Association
8. Junior Enterprise Desautels
9. Desautels Business Technology Club
10. Desautels Sports Management Club
11. Desautels Women in Business
12. Real Estate Club
13. Organizational Behaviour & Human Resources Network

A current list of all MUS recognized interim and chartered clubs must be found and made publicly available on the official MUS website.

6.01.04

Any changes to the composition of the MUS Recognized Clubs shall be approved by a two-thirds (2/3rds) vote of the Council. This Constitution shall then be amended within five (5) days to reflect any changes in the composition of the MUS Recognized Clubs by the Vice-President of Communications.

6.01.05

Adhesion, operations, relations and responsibilities of the MUS Recognized Clubs are defined in the Clubs Policy.

SECTION 6.02: PORTFOLIOS

6.02.01

The Executive is responsible for administering and managing amalgamations of events or services referred to as portfolios of MUS events and services. This includes the creation and oversight of any and all committees or positions required for this purpose.

6.02.02

The Executive Council shall have no restrictions on the types and size of committees to be created to provide MUS events and services.

6.02.03

Portfolio committee members are responsible for running their event or service to the best of their abilities, and in accordance with the MUS mission and vision.

6.02.04

Portfolio committee members shall not assume any obligations, financial or contractual, on behalf of the MUS without the appropriate explicit approval from the Executive or one of its members as outlined in the MUS' official Financial Policies.

6.02.05

The composition of the MUS Portfolios is defined in the Policies.

SECTION 6.03: REMOVAL OR RESIGNATION OF CLUB AND PORTFOLIO MEMBERS

6.03.01

A club or portfolio member may resign or be removed from his/her position by written notification to the Executive at any time. The processes for both resignation and removal are to be found in the Policies.

6.03.02

In the event that a portfolio member resigns, is removed by the Executive, can no longer claim general membership in the MUS, or becomes in any other way unable to fulfill his/her duties, the vacant position shall be replaced by a new member, selected in a manner in accordance with the MUS HR Policy. Replacement appointments shall be subject to all policies and procedure contained in the Policies

6.03.03

If the member is removed or resigned over the course of the summer semester and the position in question is required during the summer semester, the Human Resources Director, the Vice President of the concerned portfolio and the club or committee Executive Directors may appoint a new member to the vacant position, subject to ratification by a two-thirds (2/3rds) vote of the Executive.

ARTICLE 7: GENERAL ASSEMBLIES OF THE SOCIETY

SECTION 7.01: GENERAL ASSEMBLIES

7.01.01

Two General Assemblies must be held each year (one at the end of the Fall Semester and one at the end of the Winter Semester). Dates for General Assemblies must be set by September 30th. Notice of the time and place of the General Assemblies and Special General Assemblies shall be given via the Society communication channels. The first such advertisement shall appear ten (10) or more days before the time fixed for the holding of the Assembly.

7.01.02

These General Assemblies are to be used as a forum for the discussion of MUS activities and issues as related to the mission of the MUS, and are not to be used to raise issues external and unrelated to the fulfillment of that mission.

7.01.03

General Assemblies and Special General Assemblies shall be held on the campus of the University in a location determined by the Council.

7.01.04

All Assemblies shall be chaired by the Council Chair. At each General Assembly, the members of the Council shall each present an overview of what has been accomplished during their term of office to date. The reports must present the results of the year in an unbiased and accurate manner.

7.01.05

Special General Assemblies shall be called by a resolution of the Council or by a petition signed by at least five percent (5%) of the MUS membership.

7.01.06

Quorum at General Assemblies and Special General Assemblies shall be two percent (2%) of the membership of the MUS. Should there be no quorum at such an assembly, business may proceed as usual provided a due notification of the lack of quorum at the assembly is made on the Society website and through other appropriate means within one (1) week after the adjournment of the assembly.

7.01.07

The agenda for all General Assemblies and Special General Assemblies shall be available to all Society members at least five (5) days before the meeting.

7.01.08

Motions at all General Assemblies and Special General Assemblies shall be decided by a majority of votes present in person, unless otherwise required by this Constitution. All votes at such assemblies shall be taken by ballot if so demanded by any member present and decided by a majority vote. A declaration by the Chair that a resolution has been carried or not carried and an entry to that effect in the minutes of the meeting shall be admissible in evidence as prima facie, proof of the fact, without proof of the number or proportion of the votes accorded in favour or against such a resolution. Should a ballot be demanded, it shall be taken in such a manner as the Chair shall direct. In the case of an equality of votes, the Chair shall be entitled to a second or deciding vote. In such cases, the Chair shall vote to maintain the status quo where possible.

7.01.09

Any motion carried at a General Assembly must be ratified by a two-thirds (2/3rds) majority of the Council.

7.01.10

In accordance with section 3.02 any MUS member may place a motion on the agenda for General Assemblies and Special General Assemblies if:

1. The motion is in keeping with the stated purpose of MUS General Assemblies;
2. There is a mover and a seconder who are both MUS members;
3. The motion with mover and seconder is submitted in writing to the Chair at least five (5) days before the meeting.

7.01.11

Motions may be added to the agenda by presenting it to the Chair at the beginning of the General Assemblies and Special General Assemblies. The motion will be accepted if:

1. It is the Chair's opinion that there were reasonable circumstances which prevented the motion from being submitted before the agenda deadline;
2. A two-thirds (2/3rds) majority of the members present at the meeting agree to consider the motion.

7.01.12

Notice to the effect of subsection 7.01.07 and 7.01.08 shall be included on the MUS communication channels as per subsection 7.01.02.

ARTICLE 8: FINANCIAL AFFAIRS OF THE SOCIETY

SECTION 8.01: ANNUAL BUDGET

8.01.01

There shall be an annual MUS budget prepared by the Executive, which sets out the budget for the whole Society based on the fiscal year of the MUS as defined in the Financial Policy. The Executive shall present a preliminary budget to the Council by July 15th. At this meeting a simple majority of Council members must approve the motion to approve the budget.

8.01.02

The Executive shall receive all budget proposals to be considered in the annual MUS budget no later than June 15th. In the case of a failure to submit a budget proposal, the Executive may assign an appropriate interim budget on behalf of the activity, club, or committee.

8.01.03

The Executive shall present the final budget to the first Council meeting during the month of September. The Council shall approve a final budget no later than September 30th.

8.01.04

The final budget shall be made available on the MUS website no later than five (5) business days after its approval.

SECTION 8.02: GUIDELINES FOR BUDGET APPROVAL

8.02.01

At the first Council meeting of September, the budget will be considered line-by-line by the Council members. Each line item shall be approved by a two-thirds (2/3rds) majority vote;

1. If the line item is approved, the line item will not be presented again.
2. If the line item is failed, the Executive Council must make necessary changes and present the failed line items again at the next Council meeting.
3. The Council may amend a proposed line item within the budget by a simple majority vote, provided that the line item has not yet been approved.

8.02.02

If an unforeseen circumstance or new information arises requiring the revision of a passed line item, the line item may be revised and approved at the next Council meeting.

8.02.03

Detailed guidelines for budget approval are outlined in the Financial Policy.

SECTION 8.03: BUDGETARY POWERS

8.03.01

Unbudgeted expenditure approval is subject to the following conditions:

1. The Executive can approve any budgetary amendments up to \$10,000 by a two-thirds (2/3rds) majority vote.
2. Any unbudgeted budgetary amendments over \$10,000 shall only be approved by the Council by a two-thirds (2/3rds) majority vote.

8.03.02

The Executive shall present financial statements to the Council or the Standing Finance Committee upon request. Prior to approval, the Finance Committee must perform due diligence on the presented financial statements to ensure the appropriate use of all financial resources of the MUS, and present their findings to the Council.

8.03.03

The budget shall be made available to the general membership of the MUS within fourteen (14) days of Council approval.

8.03.04

Statements of financial position are to be made available at anytime by request of a general member and must be provided within a week's time.

SECTION 8.04: ANNUAL REPORT

8.04.01

The outgoing Executive is charged with the creation of an Annual Report outlining the financial positions, highlights, successes and pitfalls of the fiscal year in question.

8.04.02

The Annual Report shall contain, at minimum, the following components:

1. Overview of the Management Undergraduate Society
2. Audited Financial Statements for the previous fiscal year
3. Analysis of current year's financial results
4. Strategic Plan Assessment
5. Executive Council Portfolio Assessments
6. Club Assessments

8.04.03

The outgoing Vice President of Financial Affairs must present the Annual Report to the incoming Council before May 30th of the new fiscal year. The incoming Council shall approve annual report section by section following the guidelines of subsection 8.02.01.

8.04.04

The creation and completion of the Annual Report shall be in accordance with the Financial Policy.

SECTION 8.05: FINANCIAL ACCOUNTABILITY

8.05.01

The Vice President of Financial Affairs shall submit mid-year and year-end financial reports of all financial transactions to be reviewed by the Council.

8.05.02

Should any issues arise from the financial reports the Financial Committee shall review all financial receipts and expenses made available by the Executive, and present their findings to the Council within ten (10) days of the raising of the issue.

8.05.03

Final statements, annual records and receipts from each of the events, committees and clubs of the MUS shall be kept on file for ten (10) years and transitioned.

8.05.04

The President, the Vice-President of Financial Affairs, and the Vice-President of Academic Affairs shall be the only Officers allowed signing authority on the MUS account. The MUS accounts must require two of the three signatures for all cheques.

8.05.05

Should a chartered MUS club close or see its charter revoked for any reason, the balance in their account will automatically be transferred back to the MUS.

SECTION 8.06: REMUNERATION

8.06.01

Only employees of Dave's Store, Tutorial Services tutors and independent contractors are eligible to be remunerated financially for their participation within the MUS. Terms for allowance of in-kind remuneration associated with involvement under the MUS are to be detailed in the Policies.

8.06.02

No MUS portfolio member shall be responsible for expenses incurred in relation to the specific purpose of a committee within which they hold a position. so long as such expenses have been approved by the head of their respective portfolio in accordance with the Policies. The Vice President of Financial Affairs shall be empowered to make decisions on expenses that are reimbursable as per the Financial Policy.

ARTICLE 9: TRANSITION

SECTION 9.01: TURNOVER

9.01.01

The Executive, Board of Directors, Council, Clubs and Portfolio Members shall be retired on the official turnover date of April 30th, at the close of the winter academic term, except the Alumni Board who shall have terms as described in the Policies. At that time, the Executive-elect shall assume the powers vested in the offices of the Executive.

9.01.02

The Executive, prior to the official turnover date per subsection 9.01.01, shall ensure that individual position transition documents for themselves and their respective portfolios are up to date. During the transition period, the Executive shall collect transition materials, including but not limited to Exit Reports, from portfolio members and the Executive-elect shall distribute the transition materials to appointed directors of their respective portfolios.

9.01.03

The expectations, responsibilities, and powers of incoming and outgoing engaged members of the MUS shall be detailed in the Policies.

9.01.04

Until exit reports are received from portfolio members, reimbursements for expenses unrelated to the specific purpose of a committee, including but not limited to committee apparel and committee bonding activities, will not be issued.

SECTION 9.02: ANNUAL APPOINTMENTS

9.02.01

Executive Director or Chair portfolio appointments are to be made in accordance with the Policies. Both the incoming and outgoing Executive should be involved in the hiring process, and all potential hires should be discussed with the entirety of the incoming Executive before hiring is confirmed.

9.02.02

Portfolio members' appointments are to be made in accordance with the Policies.

9.02.03

The appointment process shall be administered by the Human Resources Director in accordance with the Policies.

ARTICLE 10: CONSTITUTION OF THE SOCIETY

SECTION 10.01: IMPLEMENTATION AND GOVERNANCE

10.01.01

By the power of a vote of two-thirds (2/3rds) majority or greater of at least fifteen percent (15%) of the membership of the MUS, this Constitution has been formally ratified and became enforceable on January 20th, 2014. This clause shall be updated should a new Constitution be formally ratified.

10.01.02

During the interim transition period between this Constitution and the one preceding it, the Council shall exercise due care in guiding the Society. Rules and procedures outlined in the most current Constitution should be adhered to as soon as reasonably possible.

10.01.03

This Constitution and its associated Policies shall remain the law governing the conduct and activities of the MUS.

10.01.04

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the MUS in all cases to which they are applicable and in which they are not inconsistent with this Constitution, the MUS Memorandum of Agreement with McGill University, or the MUS Memorandum of Agreement with the Desautels Faculty of Management

10.01.05

A copy of Robert's Rules of Order Newly Revised shall be available in the Office of the MUS President.

10.01.06

The Council may adopt, by a two-thirds (2/3rds) majority vote, additional procedures, policies and regulations for the MUS, provided that such adoptions are consistent with, and subservient to, this Constitution.

10.01.07

None of the articles in this Constitution shall be interpreted in such a way that renders them inconsistent with the MUS Memorandum of Agreement with McGill University, or the MUS Memorandum of Agreement with the Desautels Faculty of Management.

10.01.08

Below are the signatures of the Management Undergraduate Societies Executive Council and Board of Directors, at the date of implementation, acknowledging the ratification and enforceability of the Constitution.

SECTION 10.02: RECORD OF THE CONSTITUTION

10.02.01

A copy of this Constitution shall be kept on file at the MUS Executive Office and shall be available for viewing.

10.02.02

A copy of this Constitution shall be published on the MUS website.

10.02.03

In circumstances where there is disagreement between two or more copies of the MUS Constitution, only the printed copy of the MUS Constitution, kept in the Office of the MUS President, signed and dated by all members of the current Council, shall be considered the official and enforceable version

10.02.04

A record of all past constitutions and amendments shall be held in the Office of the President in perpetuity.

SECTION 10.03: CONSTITUTIONAL AMENDMENTS

10.03.01

Amendments to this Constitution shall only be approved by a referendum of the general MUS membership held in accordance with subsection 4.04 including the requirements of subsection 10.03.02.

10.03.02

An amendment to the Constitution will be accepted and implemented only where:

1. A two-thirds (2/3rds) majority approves the proposed amendments; and
2. Fifteen percent (15%) of the general membership of the MUS have cast a vote.

10.03.03

Should a parent or subsidiary organization change its name, references in this Constitution to said organization shall be automatically adjusted to reflect the new name of the organization.

10.03.04

The formatting or presentation of this Constitution may be amended by two-thirds (2/3rds) majority vote of the Council, provided such amendment in no way materially affects the content or meaning of the document.

SECTION 10.04: DISSOLUTION OF THE SOCIETY

10.04.01

In the event of dissolution, trusteeship, or cessation of the MUS, all fees and assets shall be transferred to a similar association with the same membership and purpose as defined in articles 2 and 3.

ARTICLE 11: POLICIES OF THE SOCIETY

SECTION 11.01: GENERAL

11.01.01

The Management Undergraduate Society shall be governed by the Policies, subject only to be superseded by the MUS Constitution, the MUS Memorandum of Agreement with McGill University, and the MUS Memorandum of Agreement with the Desautels Faculty of Management.

11.01.02

All proposed amendments to the Policies shall be distributed to the members of the MUS Council at least forty-eight (48) hours prior to their ratification and application, which shall occur only by two-thirds (2/3rds) majority vote of the Council.

11.01.03

Components of the Policies may amend automatically and without deliberate action by the Council should appropriate clauses exist within the Policies to identify the causal action and specific amendments to result from such an impetus.

11.01.04

Authority to grant exemptions to or suspensions of the Policies shall be noted within it and may otherwise occur by a two-thirds (2/3rds) majority vote of the Council at any time. Such an exemption or suspension may apply for up to a period of time that does not extend beyond the end of the current Council members' term, or one (1) month's time, whichever is greater.

11.01.05

All MUS Policies shall be made publicly available to general membership of the MUS on the MUS website.

SECTION 11.02: RECOGNIZED POLICIES

11.02.01

The MUS Policies shall govern the operations of the MUS and shall be composed of the following:

1. Alumni Board Policy
2. Branding and Communications Policy
3. Bull & Bear Policy
4. Clubs Policy
5. Compensation Policy
6. Corporate Relations Policy
7. Council Policy
8. Elections & Referenda Policy
9. Equity Policy
10. Executive Policy
11. Financial Policy
12. Human Resources Policy
13. Involvement Policy
14. Recruitment Policy
15. Sexual Violence Policy
16. Sustainability Policy
17. Sustainable and Ethical Practice and Purchasing Guidelines

11.02.02

Additions, deletions, and changes to MUS Policies shall be approved by a two-thirds (2/3rds) vote of the Council. This Constitution shall be amended to reflect any changes in the composition of the Policies.

ACKNOWLEDGEMENTS

The Management Undergraduate Society recognizes the invaluable contribution of the Commerce Undergraduate Society of the University of British Columbia, Vancouver and of the Commerce Society of Queen's University to the ratification of this Constitution and wishes to keep its solid ties with peer Associations around the country.

Intact Insurance Company
2450 Girouard Street West
Saint-Hyacinthe QC J2S 3B3

Insured name and postal address

Management Undergraduate Society
Inc.
1001 Sherbrooke Street W Suite 228
Montreal, QC H3A 1G5

Broker 3442

DPA Assurances
3395, rue Picard SAINT-HYACINTHE QC
J2S 1H3

General Information

Intact Insurance Company hereinafter called the Insurer.

Type of Document

RENEWAL

Policy Period

From August 9, 2021 **To** August 9, 2022
12:01 A.M. local time at the postal address of the Insured shown above

Billing Method

Direct Bill

Total Policy Premium

\$10,333

Save paper, add convenience!
Ask your broker how you can receive your documents electronically



This policy contains a clause(s) that may limit the amount payable

Senior Vice President, Québec



In consideration of the premium stated, the insurer will indemnify the Insured with the terms and conditions of the Policy.

The Policy is issued subject to the declarations, coverage agreements, exclusions, definitions, conditions, and limits as well as the riders or endorsements to the policy which may from time to time be added to form part of the policy.

In accepting the present policy, the Insured and the Beneficiary, if any, recognize that from the effective date of this policy, any previous policy stated in the Declarations is replaced by this policy, including all renewals attaching thereto.

CANCELLATION

In consideration of the return premium, if any, this Policy and Renewal (if any) are cancelled and surrendered to the Insurer.

Date of Cancellation (Day, month, year): _____

Reason: _____

Signature: _____
Insured Date

Location 1

Address 1001 rue Sherbrooke Ouest
Montreal, QC H3A 1G5

Occupancy Students association

Coverage	Form	Coinsurance %	Deductible \$	Limit of Insurance \$
Office Contents - Plus Form Valuation: Replacement Cost	017.5-4	90	500	14,795
Office Computers Valuation: Replacement Cost	027.0-1	80	500	12,000
Valuable Papers and Records No requirement Valuation: Actual Cash Value	029.0-6			
Item Description				
01 (Ref.01) Documents are Kept in the Following Receptacle: Metal cabinet				5,000
Miscellaneous Property Floater All Risk - Miscellaneous Articles Valuation: Actual Cash Value	050.5-2	100	500	
Item Description				
01 (Ref.01) Property Insured as per Coverage 'a' Clothing - 100 000\$ "Phassion" event (fashion show) - 75 000\$ "Casco" event (fashion show)				175,000
Crime 1.0	111.1-1			
Coverage 1 - Employee Dishonesty			1,000	10,000
Coverage 2 - Theft, Robbery or Burglary			1,000	10,000
Coverage 3 - Fraud - Limit per Coverage			1,000	10,000
Coverage 4 - Expenses - Blanket Limit				5,000
Alarm System or Protective Services or Equipment Partial Protection of the premises. The system is connected to a monitoring station.	122.0-2			

Miscellaneous

Coverage	Form	Coinsurance %	Deductible \$	Limit of Insurance \$
Difference in Conditions and Difference in Limits - Crime	780.8-1			



General Liability

Coverage	Form	Deductible \$	Limit of Insurance \$
Commercial General Liability Max	091.0-5		
Coverage A - Bodily Injury and Property Damage Liability - Each Occurrence			2,000,000
Coverage A - Liability for Abuse - Aggregate			2,000,000
Coverage A - Products-Completed Operations - Aggregate			2,000,000
Coverage A - Property Damage Deductible - Each Occurrence		500	
Coverage B - Personal Injury and Advertising Injury Liability - Per Person or Organization			2,000,000
Coverage C - Medical Payments - Each Person			50,000
Coverage D - Tenants' Legal Liability - Any One Premises		500	500,000
Liability EDGE 1.0	090.5-1		As per Form
Coverage Continuance Endorsement	090.8-1		
Pyrite or Pyrrhotite Exclusion	112.0-1		
Q.P.F. no.6 - Quebec Automobile Insurance Policy - Non-Owned Form	094.9-1		2,000,000
Q.E.F. no.6-94 Civil Liability Resulting From Damage to Hired Automobiles or Automobiles Operated Under Contract Endorsement	099.4-1	1,000	50,000
Q.E.F. No. 6-96 - Contractual Liability Endorsement	112.1-1		
Public Demonstration Exclusion (1111)	GE0001		
Additional Insured - Building or Premises (0313)	GE0002		

Rating Information(s)

Premises, Property and Operations

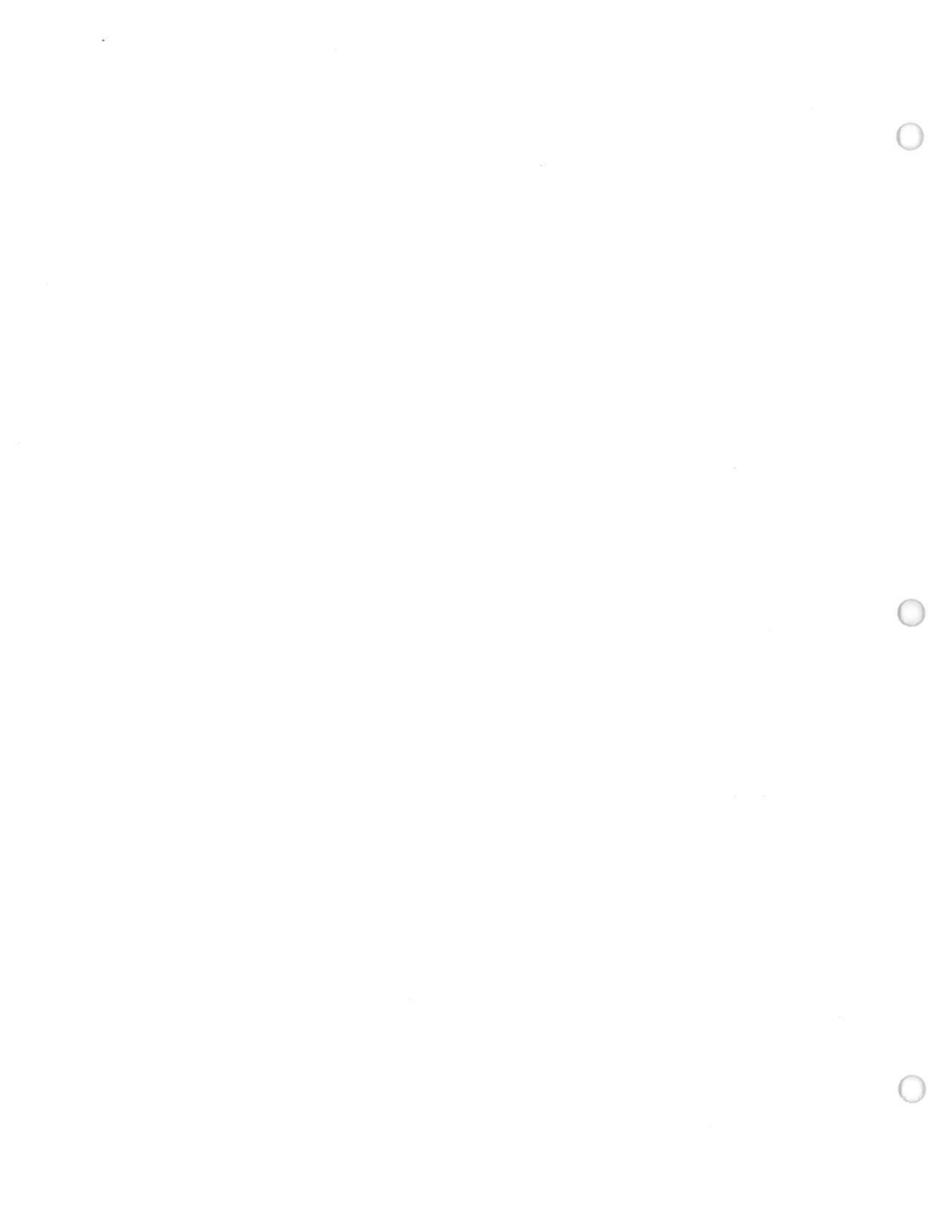
Rating
Base

Students association	Flat premium
2200 members	Flat premium
Various activities as per the list supplied to the Insurer	Flat premium

Amount of revenue (receipts) disclosed on file for pricing and coverage purposes* \$1,300,000

*Note - Only operation(s) where pricing is receipts based are included in the amount of revenues shown.





**MANAGEMENT UNDERGRADUATE SOCIETY
OF MCGILL UNIVERSITY**

FINANCIAL STATEMENTS

APRIL 30, 2018

(UNAUDITED - SEE NOTICE TO READER)



**MANAGEMENT UNDERGRADUATE SOCIETY
OF MCGILL UNIVERSITY
FINANCIAL STATEMENTS
APRIL 30, 2018**

	Page
Notice to Reader	I
Statement of Financial Position	2
Statement of Operations	3
Statement of Changes in Net Assets	4



NOTICE TO READER

On the basis of information provided by management, we have compiled the statement of financial position of Management Undergraduate Society of McGill University as at April 30, 2018 and the statements of operations and changes in net assets for the year then ended.

We have not performed an audit or a review engagement in respect of these financial statements and, accordingly, we express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

We are not independent because while compiling the financial statements, we made several adjusting entries.

In common with many charitable organizations and student associations, the Management Undergraduate Society of McGill University derives part of its revenue from cash transactions. Management has acknowledged that due to its nature, the completeness of such revenue may be difficult to attest to.

FL Fuller Landau LLP

Montreal, July 10, 2020

¹ By CPA, CA, CPA permit No. 133595

**MANAGEMENT UNDERGRADUATE SOCIETY
OF MCGILL UNIVERSITY
STATEMENT OF FINANCIAL POSITION
AS AT APRIL 30, 2018
(UNAUDITED - SEE NOTICE TO READER)**

	2018	2017
	\$	\$
ASSETS		
Current		
Cash	264,099	105,250
Investments	10,177	10,088
Accounts receivable	22,590	60,373
Inventory	11,687	5,580
	308,553	181,291
Property and equipment	527	659
	309,080	181,950
LIABILITIES		
Current		
Accounts payable and accrued liabilities	126,413	135,022
Sales taxes payable	13,368	36,445
	139,781	171,467
NET ASSETS		
Invested in capital assets	527	659
Unrestricted	168,772	9,824
	169,299	10,483
	309,080	181,950

On behalf of the Board,

Jonathan Gurvey, President

, Director

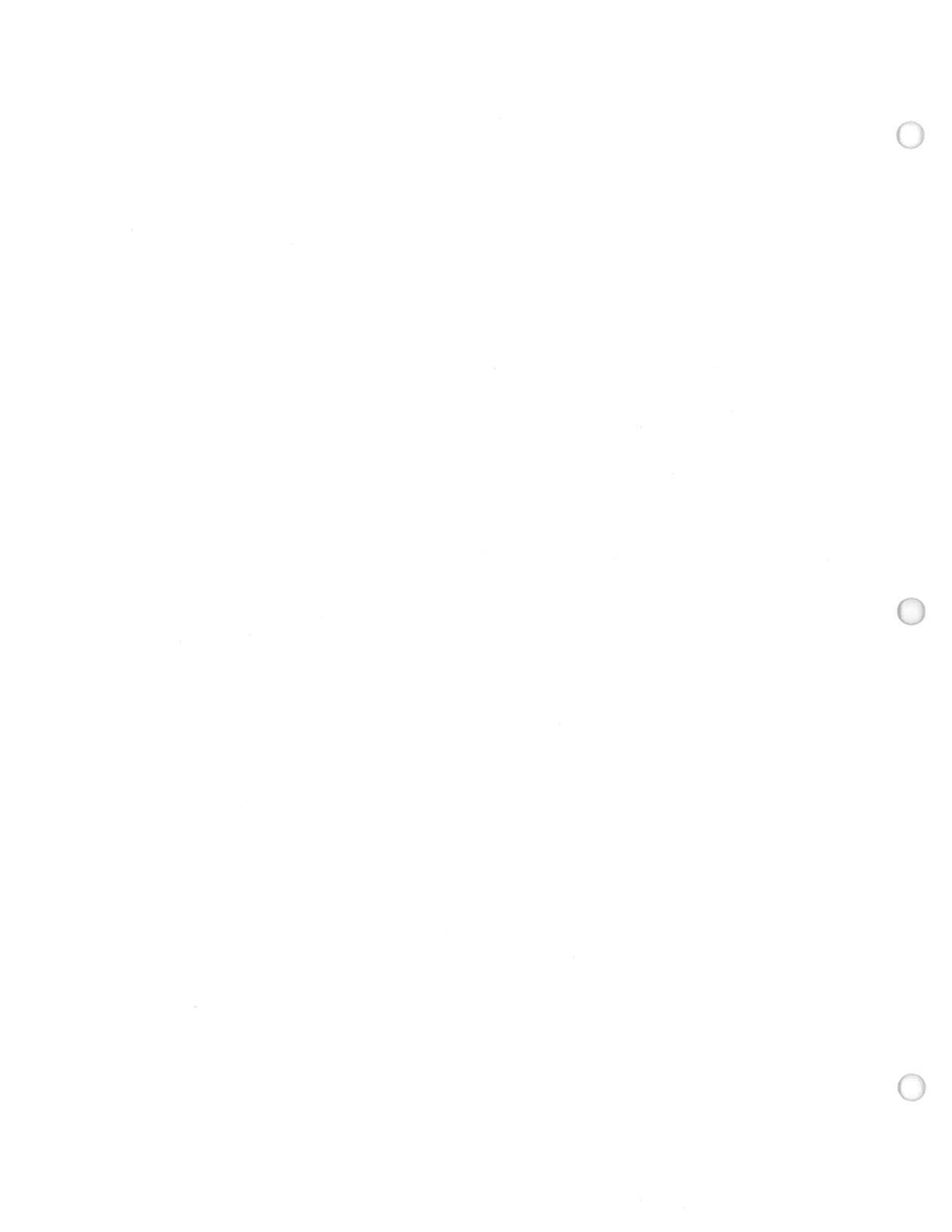
Zahaub Asam,
Vice President
of Financial Affairs

, Director



**MANAGEMENT UNDERGRADUATE SOCIETY
OF MCGILL UNIVERSITY
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED APRIL 30, 2018
(UNAUDITED - SEE NOTICE TO READER)**

	2018	2017
	\$	\$
Revenues		
Programs	941,933	814,389
Chartered sub associations	117,323	193,721
Dave's store	129,744	147,210
Student fees	132,086	184,406
	1,321,086	1,339,726
Expenses		
Programs	828,460	793,898
Chartered sub associations	93,903	191,141
Dave's store	116,428	129,735
Amortization of property and equipment	132	164
Interest and bank charges	2,901	2,809
Insurance	8,143	5,911
Office expenses	61,561	31,004
Professional fees	49,726	42,944
Promotion	1,016	2,204
	1,162,270	1,199,810
Excess of revenues over expenses	158,816	139,916



**MANAGEMENT UNDERGRADUATE SOCIETY
OF MCGILL UNIVERSITY
STATEMENT OF CHANGES IN NET ASSETS
FOR THE YEAR ENDED APRIL 30, 2018
(UNAUDITED - SEE NOTICE TO READER)**

			2018	2017
	Invested in Capital assets \$	Unrestricted \$	Total \$	Total \$
Balance, beginning of year	659	9,824	10,483	(129,433)
Excess of revenues over expenses	(132)	158,948	158,816	139,916
Balance, end of year	527	168,772	169,299	10,483

APPENDIX D

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

A. Approved On-Campus Location

The Publication *The Bull & Bear* shall be distributed in specified locations on the Montreal campus in the following buildings:

Bronfman Building	Basement, Ground, Second, Third and Fourth Floors
Former Bookstore Bldg.	Basement and Ground Floor
Leacock	Ground Floor

B. Approved Off-Campus Location

The Publication shall not be distributed off-campus.

APPENDIX E

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

In accordance with article 14, the following space is granted to the Association for revenue-generating activities in the Bronfman Building:

Room 035 MUS Store *Dave's* (369 sq. ft.)

- A. the Association may operate a *Dave's* in the said location in the Bronfman Building. *Dave's* may not sell computers or computer supplies, books, coffee, beer, wine or liquor, or prepared foods such as sandwiches;
- B. the Association may not contract for the management of *Dave's* to a third party (including the SSMU or any other student association) without the prior express consent of the Deputy Provost (Student Life and Learning);
- C. the Association shall not enter into any contracts related to the operation or management of *Dave's* whose tenancy longer than the term of this present Agreement;
- D. the Association must receive the University's prior written approval from the Deputy Provost (Student Life and Learning) for changes in the use of University space for these revenue-generating activities; which shall not be unreasonably withheld;
- E. 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;
- F. the Association shall undertake no alternation to the premises without the express consent of the University and shall affix no new signs;
- G. all costs, including any municipal fees and/or taxes, which become due as a result of the operation of the revenue-generating activities, shall be the sole responsibility of the Association.
- H. any revenue-generating activities shall respect any University-wide Agreement.
- I. For the term of the Agreement, the Association shall pay the following for use room 035 in its aforementioned revenue generating activities:

Year	Sq.Ft	Rate	Total amount
2021-2022	302	20.74/sq.ft	\$6204
2022-2023	302	21.10/sq.ft	\$6373
2023-2024	302	21.68/sq.ft	\$6546
2024-2025	302	22.27/sq.ft	\$6724
2025-2026	302	22.87/sq.ft	\$6907

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

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

Room 228 Bronfman Building

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

Room 032, 033	Service Counter
Room 036, 038, 039	Space for Association Groups

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

Group space is allocated at the discretion of the University on a year-to-year basis only. Such space may be re-allocated by the University at any time and at its entire discretion. Permission to use the space in any subsequent year may not be assumed. The University shall provide the Association notice of non-renewal in writing no later than December 31st thereby ensuring that the Association shall receive at least 4 months prior notice of non-renewal.

- c. The Association must receive the University's prior written approval from the Deputy Provost (Student Life and Learning) for any changes in the use of University space. This approval shall not be unreasonably withheld.



Appendix G

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

LIST OF ASSOCIATION'S GROUPS

PART 1: RECITALS

A. Definitions:

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

B. The Association confirms:

- i. that the list below represents the **full list of the Association's Groups** as at September 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 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 Management *[insert e.g. Investment Club]*, or
- McGill *[insert e.g. Marketing; Pakistani]* Students' Association, or
- *[insert e.g. Pakistani]* Management Students' Society, or
- MUS *[insert]*, or
- *[insert e.g. Korean Martial Arts Club]* - MUS
- Desautels *[insert e.g. Korean Martial Arts Club]*



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

- MUS or McGill (Management) Students for [e.g. Make a Wish], or
- MUS or McGill (Management) Students Supporting [e.g. Make a Wish], or
- MUS or McGill (Management) Students' Chapter of [e.g. Make a Wish], or
- MUS [e.g. Make a Wish, Cystic Fibrosis etc.] or
- [e.g. Make a Wish, Cystic Fibrosis etc.] - MUS
- [e.g. Make a Wish, Cystic Fibrosis etc.] at MUS

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

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

- E. Those Groups listed below that have the name "McGill" or "Schulich" in their names are permitted to continue to use the McGill name in their names only as appearing below and only for the stated purpose. The University reserves the right to withdraw its permission for a club to use the McGill name in the club's name at any time and for whatever reason, upon prior notice to the Association and discussion.
- F. Any change to the list (including any additions or deletions to the list) or change to the name of a club or to its purpose or activity shall be brought to the University's attention by the Association



and the change to **Appendix G** shall be confirmed by the Deputy Provost (Student Life and Learning) within two weeks of receiving the notice of change.

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

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

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

- (a) Permission to use the McGill name, trademark, crest or shield is expressly denied.
- (b) Each Group shall include the following on their website and/or in their advertisements:
"A student group of the Management Undergraduate Society of McGill University"
- (c) MUS 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) MUS shall ensure that all Groups conform to the conditions set out in this Agreement.

Any changes to the list (including any additions or deletions), to the name of a club, or to its activity shall be brought to the University's attention and shall be confirmed by the Deputy Provost (Student Life and Learning).

NAME	MISSION OF ACTIVITY
Category I: For Groups other than those affiliated with external organizations	
he Desautels Accounting Society	<p>The Desautels Accounting Society, the faculty's largest club, promotes the increasingly popular accounting profession. Its main goal is to serve the interests of its members and assist accounting firms in gaining access to a pool of talented McGill students.</p> <p>The society also organizes services for accounting students, and invites everyone to attend its annual banquet.</p>



Desautels Business Technology Club (DBTC)	Formerly known as the McGill Management Information Systems Association (MISA) which was founded in 2008 and principally catered to students in IS, DBTC rebranded itself in 2014 and revised its mandate to appeal to a wider audience not only across majors but also across faculties such as the Computer Science faculty and the Engineering faculty.
Desautels Exchange Network	The DEN (Desautels Exchange Network) is a student-run organization whose mandate is to welcome and fully integrate exchange students into the student body. Through ongoing communication and regular social & cultural gatherings, DEN allows students to feel home away from home. Going on exchange opens a new world of experiences and the DEN is here to ensure a smooth, fun, and easy transition into life in Montreal. DEN also provides students with a link to other international associations in Montreal, such as MESA (McGill Exchange Students Association), IMA (International Management Association), and groups at Concordia and UQAM.
Desautels Sports Management Club	The Desautels Sports Management Club (DSMC) strives to act as a student-run link between the sports management industry and the McGill student body. The club hopes to foster understanding and development of our member-base's knowledge of the sports management industry. The DSMC supports this mission through three main activities: a speaker series, attending conferences, and engagement pursuits.
Desautels Women in Business	Desautels Women in Business aims to provide a platform for students to explore the opportunities and careers available to them. We aim to create a strong network of women interested in a career in management; this network consists of students, McGill alumni, Professors, and current industry professionals.
International Management Association	The IMA is a large and diverse networking and resource community that is here to help McGill students who are International Management majors, or are simply interested in exploring and pursuing a career that involves an international aspect. No matter what faculty you are in, we are happy to help you reach your future goals. We are the key point of contact between the B.Com Office & IM students by providing students with international networking opportunities and a database of international opportunities & contacts working abroad.

Junior Enterprise Desautels	Under the guidance of industry leaders, world-class professors and top flight consulting firms JED is positioned to provide tailored solutions to solve complex business problems. With a specialization in market research, strategic planning and brand development, we have successfully been able to serve clients ranging from small startups to not-for-profits to Fortune 500 global powerhouses.
Management Consulting Association	The McGill Consulting Association (MCA) aims to help undergraduate students understand, prepare for, and develop careers in the consulting and related fields. By creating and fostering deep relationships with consulting firms and organizations, we hope to expose students to the nature and scope of consulting practices, as well as provide them with the appropriate opportunities and tools to succeed as a consultant. Through our various events and activities, from preparatory workshops to case competitions, we wish to provide students from a variety of academic backgrounds with recruitment opportunities to network and gain valuable experience in order to help them further a career in the multifaceted field of consulting.
McGill Cryptocurrency	The McGill Cryptocurrency Club provides a forum for all those interested in any digital cryptocurrency to voice their opinions and discuss the latest happenings in the landscape.
McGill Data Network	The McGill Data Network was created to prepare students for the ever-evolving data driven world by providing members with a platform to learn, develop and connect with data-related opportunities. Last year, we hosted a speakers' series with local start-ups, and invited representatives from Microsoft and Google to teach our members how to use the leading analytic tools in the industry. This year, we are planning new tutorials, conferences, and case competitions.
McGill Entrepreneurs' Society	MES promotes entrepreneurship among students and members of the local community through advising and funding. Networking with business organizations who make their resources available to club members is also highly sought after. The club's three branches include Entrepreneurship Community Outreach, Competition, and Micro- Business Development in an effort to give anyone with a project in mind the opportunity to form their team, take a leadership position, and bring their idea to life.



McGill Investment Club	MIC is a comprehensive finance club, open to all students of McGill University in all faculties, with two main components: an Investment Management side and an Investment Banking side. The club plays a major role in bridging the gap between the classroom and the financial workplace, and proudly supports the career preparation and development processes of McGill students. The MIC strives to help educate students about the financial markets via seminars, speaker-series, information sessions, newsletters, and forums on market specific topics.
McGill OB/HR Network	The McGill OB/HR Network is an MUS student club that represents the academic disciplines of organizational behavior and human resources in the Desautels Faculty of Management. Since its reactivation in the fall semester of 2014, the Network has organized a variety of workshops, speaker presentations, social events, and case competitions. We aim to build a strong community of passionate students committed to raising awareness and furthering the development of the OB and HR programs at McGill University.
McGill Students Business Review	The McGill Students Business Review (MSBR) operates as both an online platform and a social hub for those with a passion for business affairs. The MSBR provides all undergraduates with the opportunity and resources to explore and learn about the business world. The MSBR aims to inspire a way thinking that stretches beyond the campus and into the professional world.
MUS Marketing Network	MMN is a well-established, student-run organization that takes pride in its ability to connect motivated, creative, and ambitious marketing students from the faculty with the corporate world. As an organization, the MMN strives to present its members with numerous networking opportunities, thus allowing them to develop the skills that are necessary in today's job market. The MMN also functions to connect undergraduates closer with industry professionals, by sharing best practices and industry experience, while encouraging students to apply classroom concepts to the real world through workshops and case competitions.
MUS Sustainability Network	The Sustainability Network is a club for management students interested in pursuing careers in environmentally friendly businesses. The club aims to bring students together by hosting both professional and interactive events. In the past, events have included networking, speaker panels, and seasonal activities such



	as apple picking and yoga classes.
MyVision McGill	MyVision is an enterprise and movement of young people accelerating and incubating social business. Our mission is to solve the world's most pressing issues through social business. Founded in Canada, we're developing into the world's largest and most impacting organization in its field. We are making McGill a socially-oriented campus through our work by educating students about social business, creating our own enterprise called LIFE, and connecting talented youth with mentors in the social business space around the world.
Category II: Fro Groups affiliated of affiliating with an external organization including political parties	
PennyDrops	PennyDrops is a registered not-for-profit organization dedicated to the advancement of financial education in Canada. We work to increase the level of financial literacy nationwide, foster a community of shared intellectual resources and bridge the financial literacy gap currently experienced by youth.
KIVA McGill	KIVA is a global non-profit organization that provides interest-free loans to entrepreneurs in developing countries.
GOVision McGill	GOVision is dedicated to building a platform of communication for students of both business and non-business backgrounds. Their mission is to facilitate information-exchange and experience-sharing among these students in the form of conferences, volunteering trips and events.
Category III: For Sports Clubs or Teams	
Category IV: For Association Services and Media	
The Bull and Bear	The Bull and Bear is the official student newspaper of the Desautels Faculty of Management. The monthly issues combine a variety of factual news reports, discussion pieces, and entertainment articles. The newspaper strives to be a relevant component of student life at McGill, especially within the Desautels Faculty of Management.

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

EXECUTIVES

president.mus@mail.mcgill.ca
academic.mus@mail.mcgill.ca
finance.mus@mail.mcgill.ca
comrn.mus@mail.mcgill.ca
events.mus@mail.mcgill.ca
cr.mus@mail.mcgill.ca
cc.mus@mail.mcgill.ca
internal.mus@mail.mcgill.ca
office.mus@mail.mcgill.ca

BOARD OF DIRECTORS

fuOrep.mus@mail.mcgill.ca
uOrep.mus@mail.mcgill.ca
u1 rep.mus@mail.mcgill.ca
u2rep.mus@mail.mcgill.ca
u3rep.mus@mail.mcgill.ca
repssmu.mus@mail.mcgill.ca
senator.mus@mail.mcgill.ca
ombudsperson.mus@mail.mcgill.ca

