

ASSOCIATE MEMBERSHIP AGREEMENT dated the 30th day of April, 2008 (the "Agreement").

BY AND BETWEEN:

**STUDENTS' ADMINISTRATIVE COUNCIL
OF THE UNIVERSITY OF TORONTO,**
a corporation incorporated under the
Canada Corporations Act

("UTSU")

- and -

ERINDALE COLLEGE STUDENT UNION,
a corporation incorporated under the
Corporations Act (Ontario)

("UTMSU")

WHEREAS UTSU operates as the central students' union for undergraduate students enrolled at the University of Toronto ("UofT"), including undergraduate students that are enrolled at UofT Mississauga ("UTM");

AND WHEREAS UTMSU is the primary representative and service-provider for undergraduate students at UTM;

AND WHEREAS UTSU collects fees from undergraduate students enrolled at UofT, including from undergraduate students enrolled at UTM, and provides various services to UTM undergraduate students;

AND WHEREAS UTMSU operates as a students' union for undergraduate students enrolled at UTM and provides various services to UTM undergraduate students;

AND WHEREAS UTSU and UTMSU are committed to assisting each other in ensuring the strength, viability and solidarity of the student movement at UofT;

AND WHEREAS the parties wish to confirm respect for each other's autonomy and membership;

AND WHEREAS the parties wish to co-ordinate and streamline resources for the betterment of both organizations and memberships;

AND WHEREAS the parties wish to ensure that the students at the University of Toronto are as united as possible in matters of advocacy.

NOW THEREFORE FOR VALUE RECEIVED the parties hereby agree as follows:

1. ARTICLE 1 – RELATIONSHIP

- 1.1 **Autonomy.** Each party hereto acknowledges that UTSU and UTMSU shall continue to operate as independent and autonomous students' unions. UTSU shall continue to represent the interests of all UofT undergraduate students, including UTM undergraduate students in the manner described herein, and UTMSU shall continue to represent the interests of UTM undergraduate students.
- 1.2 **UTSU Board of Directors.** For as long as this Agreement remains in effect, UTMSU shall be entitled to have a minimum of two (2), and a maximum of eight (8), nominees on the UTSU Board of Directors (the "**UTSU Board**") selected by the Board of Directors of UTMSU (the "**UTMSU Board**"). The precise number of nominees to which UTMSU shall be entitled shall be determined by mutually agreed upon bylaws adopted by both parties. For greater certainty, each nominee of UTMSU shall receive notice of, be entitled to attend and be entitled to vote, on all matters before the UTSU Board in the same manner as any other director of the UTSU Board.
- 1.3 **UTMSU Board of Directors.** For as long as this Agreement remains in effect, UTSU shall be entitled to have at least one (1) nominee on the UTMSU Board selected by either the UTSU Board or the UTSU Executive Committee. The precise number of nominees to which UTSU shall be entitled shall be determined by mutually agreed upon bylaws adopted by both parties. For greater certainty, all nominees of UTSU shall receive notice of, be entitled to attend and be entitled to vote, on all matters before the UTMSU Board in the same manner as any other director of the UTMSU Board.
- 1.4 **Elections.** Each of UTSU and UTMSU agrees to use its best efforts to ensure that their respective annual general elections and by-elections are held concurrently.

2. **ARTICLE 2 - MEMBERSHIP**

- 2.1 **Status of Membership.** UTSU acknowledges that the category of students registered at UTM that are defined as members of UTMSU by the Governing Council of UofT and by the by-laws of UTMSU, now and in the future, shall remain the members of UTMSU. UTMSU acknowledges that the category of students registered at UTM that are defined as members of UTSU by the Governing Council of UofT and by the by-laws of UTSU, now and in the future, shall remain members of UTSU.

Each party agrees and acknowledges that it will, and will attempt to cause its, employees, officers, directors and executive members to, uphold, support and respect the rights of the other party to retain its members in the manner described in the previous paragraph.

- 2.2 **Defining Membership.** Unless otherwise agreed in writing by both parties, any decision related to the definition of either party's membership shall be determined solely by referendum in accordance with the by-laws and policies of the organization so affected. For greater certainty, unless otherwise agreed by both parties in writing, neither organization shall sponsor, endorse, initiate or support initiatives affecting the definition of the other party's membership.

3. **ARTICLE 3 - PROGRAMS AND SERVICES FOR UTM STUDENTS**

- 3.1 **Recognition.** Each of UTSU and UTMSU shall use its best efforts to avoid providing duplicate or overlapping services, advocacy or representation to their members registered at UTM. As between UTSU and UTMSU, UTSU acknowledges that UTMSU is the primary representative and service-provider for those individuals with membership in both organizations.

3.2 **Services to Be Provided by UTSU.**

- (a) UTSU shall continue to represent the interests of, and provide services to, UTM undergraduate students in situations where broader, campus-wide advocacy is appropriate. In particular, UTSU may continue to represent UTM undergraduate students in the following contexts:
- (i) at meetings of the Governing Council of the University of Toronto, as the sole representative of UTM full-time undergraduate students;
 - (ii) at meetings of the Hart House Council, as the sole representative of UTM full-time undergraduate students; and
 - (iii) at meetings of the Council on Student Services, as the sole representative of UTM full-time undergraduate students.

- (b) UTSU shall also be permitted to provide services in any other contexts where UTMSU is not providing a particular program or service to UTM undergraduate students, but where, in the opinion of UTSU, such a program or service should exist.

3.3 **Services to Be Provided by UTMSU.** UTMSU may provide all other services and programs to UTMSU students that have not been specifically identified as services and programs that UTSU may be responsible for providing in Section 3.2 of this Agreement.

4. **ARTICLE 4 - ALLOCATION OF STUDENT FEES AND LEVIES**

4.1 **Funding for Programs and Services Provided by UTMSU.** UTSU shall remit in the manner described in Section 4.2 directly to UTMSU the following portions of fees and/or levies (collectively, the "UTMSU Fees") collected from its UTM members:

- (a) UTSU Society/Membership Fee 85%
- (b) UTSU Orientation Levy 75%
- (c) UTSU Daycare Levy 100%
- (d) UTSU World University Service of Canada Levy 100%

The parties agree that the payment described at (a) of this Section 4.1 may be used by UTMSU to fund services and programs at UTM or in any other manner that UTMSU sees fit. The parties further agree that the payments described at (b) to (d) of this Section 4.1 may be used by UTMSU only in accordance with the purposes for which those monies were intended as stipulated by the referenda preambles and questions that resulted in authorization of their collection, and as those preambles and questions are interpreted by the UTSU Board exclusively.

4.2 **Timing of Funding to UTMSU.** UTSU agrees to transfer the UTMSU Fees to an account designated by UTMSU as soon as practicable and will use its best efforts to do so no later than 21 calendar days after having received same from UofT. At the sole discretion of UTMSU, interest at the rate of 15% per annum may be charged to late transfers.

4.3 **Funding for Programs and Services Provided by UTSU:** For greater certainty, except expressly provided in Section 4.1 of the Agreement, UTSU shall retain all student membership fees and/or levies collected by UTSU from UTM undergraduate students, and may use said monies to provide the services and programs identified in Section 3.2 of this Agreement.

5. ARTICLE 5 – RE-NEGOTIATION AND TERMINATION

5.1 **Re-Negotiation.** A simple majority of the members of the Executive Committee of each of UTSU and UTMSU, respectively, shall meet as they together deem necessary, but not less than once per academic term to:

- (a) discuss the priorities of each organization;
- (b) review and determine the coordination of resources, services and advocacy; and
- (c) to discuss the contents of this Agreement and negotiate amendments to this Agreement, as necessary.

5.2 **Termination.** This Agreement shall be effective upon execution, and shall continue until duly terminated in accordance with one of the following two procedures:

- (a) by a $\frac{3}{4}$ vote in favour of terminating this Agreement at a meeting of both the UTSU Board and the UTMSU Board, followed by a $\frac{3}{4}$ vote in favour of terminating this Agreement at a general meeting of the membership of both UTSU and UTMSU, as the case may be; or
- (b) by a $\frac{2}{3}$ vote in favour of terminating this Agreement at a meeting of both the UTSU Board and the UTMSU Board, followed by a simple majority vote in favour of terminating this Agreement at a referendum held by both UTSU and UTMSU, as the case may be.

5.3 **Default.** Any valid or binding decision of UTMSU, whether by UTMSU's general membership (AGM), Board of Directors, or Executive Committee, which contravenes the terms of this Agreement, shall give UTSU the right, upon sixty (60) days written notice of same by UTSU to UTMSU, if not cured within ten (10) days of UTMSU having received said notice, to suspend the transfer of fees/levies as described in Article 4.

6. ARTICLE 6 – DISPUTE RESOLUTION

6.1 **Negotiation.** In the event of a dispute, the party alleging the dispute shall provide written notice of the dispute giving particulars of the dispute to the other party (the "**Notice of Dispute**"). The parties each agree to appoint a representative and to cause their respective representatives to meet as soon as possible in an effort to resolve the dispute, prior to seeking a resolution by either mediation or arbitration.

6.2 **Mediation.** If the dispute is not resolved by informal negotiation within thirty (30) days of delivery of the Notice of the Dispute, the dispute shall be referred to mediation, under the terms and conditions described below, that is an informal, non-binding,

conference or conferences between the parties in which a mediator will assist the parties in the resolution of their dispute:

- (a) The parties are free to select any mutually acceptable mediator. If the parties cannot agree or have no particular choice of mediator, they may request a list of mediators from the ADR Institute of Canada and choose a mutually acceptable mediator from the list provided using a standard rating system with the assistance of a neutral third-party. If the parties have not co-operated in choosing a mediator within ten (10) days of the referral to mediation, any party shall be entitled on notice to the other parties to commence an application to have a mediator appointed on application to a judge of the Ontario Superior Court. The costs of retaining any external mediator will be borne by both parties, equally;
- (b) The mediation process shall continue until the earlier of (1) the case is resolved, (2) one of the parties wishes to terminate the mediation, or (3) the mediator makes a finding that there is no possibility of resolution;
- (c) The discussions had throughout the mediation process are confidential and without prejudice to future proceedings;
- (d) The parties agree not to take any further steps in any legal proceedings regarding the issues being mediated while the mediation is in progress, unless the same are necessary to preserve rights; and
- (e) The costs of retaining the mediator will be borne by all parties.

6.3 **Arbitration.** If the mediation is terminated and no resolution is found, the dispute shall be facilitated by and finally resolved by a mutually acceptable arbitrator, in accordance with the *Arbitrations Act* (Ontario), and under the terms and conditions described below:

- (a) The parties shall select a mutually acceptable arbitrator who will have qualifications relevant and suitable to the issue in dispute, and will be disinterested in the dispute and will be impartial with respect to all parties thereto;
- (b) If the parties cannot agree or have no particular choice of arbitrator, they may request a list of arbitrators from the ADR Institute of Canada and choose a mutually acceptable arbitrator from the list provided using a standard rating system with the assistance of a neutral third-party. If the parties have not co-operated in choosing an arbitrator within ten (10) days of the referral to arbitration, either party shall be entitled on notice to the other party to commence an application to have an arbitrator appointed on application to a judge of the Ontario Superior Court. The costs of retaining any external arbitrator will be borne by both parties, equally;
- (c) The determination of the arbitrator will be final and binding upon the parties;

- (d) Each party will bear its own costs in connection with the arbitration, provided that, if the arbitrator finds that any party has acted unreasonably, the arbitrator may, in his discretion, award costs against such party;
- (e) The arbitrator will have the discretionary authority to grant specific performance, rectification, injunctions and other equitable relief as may be requested by a party including interim preservation orders and any party may, before or after an arbitration has commenced, apply for interim relief, including injunctive relief;
- (f) In no way will any party be liable to another, whether under breach of contract, tort (including negligence), strict liability or otherwise for the loss of anticipated profits, loss of business opportunity, costs of money for any punitive, indirect or consequential loss or damage arising in connection with this Agreement;
- (g) Any order of an arbitrator may be entered with a court of competent jurisdiction for the purposes of enforcement;
- (h) The place of arbitration will be Toronto, Ontario.
- (i) The arbitrator will resolve the dispute in accordance with the laws of Ontario and laws of Canada applicable therein;
- (j) The parties will act in good faith and use commercially reasonable efforts to resolve disputes in a timely manner; and
- (k) all aspects of the arbitration will be kept confidential, unless otherwise required by law.

7. ARTICLE 7 – GENERAL PROVISIONS

- 7.1 **Further Assurances.** The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this agreement. For greater certainty, each of UTSU and UTMSU covenants to have changes made to each of their respective letters patent, constitution, by-laws, policies, or other governing documents (collectively, “**Governing Documents**”), wherever necessary, in order to ensure that all Governing Documents comply with, and where applicable, refer to, the terms set out in the Agreement.
- 7.2 **Confidentiality.** Each party will hold in strict confidence any information received from the other party in relation to this Agreement that the other party has designated as confidential, and which is supplied, or to which access is granted, to or on behalf of the other party, either in writing, or in any other form, directly or indirectly pursuant to discussions with the other party, and other documents whether prepared by or on behalf of a party which contain or otherwise reflect or are derived from such designated confidential information, but excluding any information that:

- (a) was lawfully in the possession of either party before receiving it from the other party;
- (b) is provided in good faith to either party by a third party without breaching any rights of either party; or
- (c) is or becomes generally available to, or accessible by, the public through no fault of either party.

7.3 **Indemnities.** Each party will indemnify and save harmless the other party, its directors, officers, employees and other representatives from and against all damages, liabilities, costs and expenses incurred in relation to the carrying out the terms of agreement.

7.4 **Waiver.** Failure by either party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other rights, power or remedy.

7.5 **Applicable Law.** This Agreement shall be governed and interpreted under the laws of the Province of Ontario. Subject to Article 6 of this Agreement, the courts of the Province of Ontario shall have exclusive jurisdiction with respect to all suits, actions, issues or other matters whatsoever arising out of or affecting this agreement.

7.6 **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective legal successors and assigns. No party shall assign this Agreement without the prior written consent of the other party hereto.

7.7 **Amendment.** If at any time during the continuance of this agreement the parties shall deem it necessary or expedient to make any alteration or addition to this agreement they may do so by means of a written agreement between them which shall be supplemental and form a part of this Agreement.

7.8 **Entirety of Agreement.** The terms and conditions of this agreement and its exhibits supersede all prior oral and written agreements between the parties with respect to the subject matter of this agreement and shall constitute the entire agreement between the parties with respect to the matters contain herein.

7.9 **Notices.** All notices and consents required to be given or made by the parties will be in writing and will be deemed validly given if delivered by:

- (a) hand; or
- (b) facsimile followed by e-mail (or vice versa); or
- (c) registered mail or traceable courier.

All notices and consents will be delivered to the postal addresses, facsimile numbers and/or e-mail addresses, as the case may be, as set out below:

if to UTSU:

Students' Administrative Council of the University of Toronto
12 Hart House Circle
Toronto, ON
M5S 3J9

Attention: President
Fax number: (519) 978-2018
E-mail: president@utsu.ca

if to UTMSU:

Erindale College Student Union (also known as University of Toronto
Mississauga Students' Union)
3359 Mississauga Rd. N.
Mississauga, ON
L5L 1C6

Attention: President
Fax number: (905) 569-4714
E-mail: president@utmsu.ca

Notices delivered by hand will be deemed to have been received by the addressee on the date delivered. Notices given by registered mail or traceable courier with return receipt requested will be deemed to have been received by the addressee on the business day following reception. Notices given by e-mail and by facsimile will be deemed to have been received by the addressee on the business day following the day on which it was sent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**STUDENTS' ADMINISTRATIVE
COUNCIL OF THE UNIVERSITY OF
TORONTO**

Per: *Andrea Amadorst, President*

[Signature]

I have the authority to bind the corporation.

**ERINDALE COLLEGE STUDENT
UNION**

Per: *WALIED KHOUALI, PRESIDENT*

[Signature]

I have the authority to bind the corporation.

**STUDENTS' ADMINISTRATIVE
COUNCIL OF THE UNIVERSITY OF
TORONTO**

Per: *Faraz Siddiqui, VP Internal & Services*

[Signature]

I have the authority to bind the corporation.

**ERINDALE COLLEGE STUDENT
UNION**

Per: *Gurtej Billen, V.P. H.R.*

[Signature]

I have the authority to bind the corporation.

Appendix A - UTSU SERVICES

1) Collect fees from UTM students on behalf of levy groups such as

- Women Center,
- UTM Sexual Education Center,
- UTM Women Center
- Downtown Legal Services
- Blue Sky Solar Racing Car Team
- Foster Children Program, Radical Roots
- University of Toronto Environment Program
- Health initiatives in developing countries
- Radical Roots
- Canadian Federation of Students and Canadian Federation of Students Ontario,

2) Provide financial support for UTM Wheelchair Accessibility projects.

3) Represent UTM Students on the following governance bodies;

- Hart House Board of Stewards
- Council on Student Services
- University of Toronto Governing Council and all its committees

4) Work alongside UTMSU to Advocate for:

- Affordable Post Secondary Education
- Student Academic Rights
- Government funding to student services
- Environmental Initiatives
- Anti-discrimination campaigns
- Student and Study Space
- Social Justice Awareness
- Coalition Work
- Defend the individual rights of students regardless of gender, gender identity, sexual orientation, marital status, citizenship, class ancestry, and mental or physical abilities.

APPENDIX B: UTMSU SERVICES and ADVOCACY

SERVICES;

- Mississauga Transit UPASS
- Student Centre Services
- Management of the Blind Duck and UTM Student Centre
- Club Services and Funding
- Club Office Space
- Discount Movie Tickets
- 2 cent essay printing and photocopying
- Locker Rental Service
- UTM Post it up
- Academic Societies
- Student Centre Events Booking
- UTM Book Exchanges
- ISIC Card Distribution
- Hand Book Distribution
- Discount phone rates
- Blood Donor clinics
- Microwaves
- Bursaries
- Graduation photographs
- Student Appreciation Awards
- Copying Services
- Advertising space
- Tax Clinic Service
- Food bank
- Orientation Week programming
- Student Life events

ADVOCACY:

- Affordable post secondary education campaigns
- Government lobbying
- Environmental Initiatives
- Anti-discrimination campaigns
- Student and Study Space Advocacy
- Social Justice Awareness
- Coalition work
- Academic policy
- Defend the individual rights of students regardless of gender, gender identity, sexual orientation, marital status, citizenship, class ancestry, and mental or physical abilities.

REPRESENTATION:

Represent UTM Students on the following governance and external bodies;

- Quality Services to Students
- Erindale College Council and all its sub committees
- Municipal, Provincial and Federal Government
- University of Toronto Governing Council and all its committees with regards to part-time issues at the UTM campus.
- Canadian Federation of Students and Canadian Federation of Students Ontario