

MEMORANDUM OF AGREEMENT

BY AND BETWEEN:

The Students' Society of McGill University, a corporation duly incorporated under the laws of the Province of Quebec.

Students Society of McGill University
3600 McTavish Street, Suite 1200
Montreal, Quebec H3A 1G3

(Hereinafter referred to as the "SSMU")

AND:

The Nursing Undergraduate Society, the student-run representation for undergraduate students at McGill's Ingram School of Nursing.

Nursing Undergraduate Society
680 Rue Sherbrooke Ouest, Suite 1923
Montreal, Quebec H3A 0B8

(Hereinafter referred to as the "NUS")

Whereas the SSMU shall make available certain administrative services for student associations at McGill University, such as faculty and departmental associations.

Whereas upon execution hereof, the NUS shall transfer the rights to collect its student fees as a "McGill-recognized student association with grandfathered rights to continue to collect membership fees" to the SSMU for the purposes of providing funding for the operations and activities of the NUS, for the term of this agreement.

1.0 Responsibilities of the SSMU

1.1 As the NUS is an academic unit of McGill and a SSMU Affiliated Status organization whose members are members of the Society (as outlined in Section 1, (u) of the Constitution), the SSMU shall provide the following services to the NUS:

1.1.1 Insurance – The SSMU shall take out an insurance policy to cover the activities of the NUS, such as the day-to-day operations of its office and Council, up to and including extraordinary activities, the latter being those activities that are outside of the ordinary day-to-day operations, and which

activities require additional coverage by the insurer and/or McGill University, said additional coverage to be borne by the NUS.

1.1.2 Accounting – The SSMU shall manage the accounts of the NUS as it does those of its Services and other Affiliated Associations. The SSMU shall prepare checks, receive invoices, and administer the funds of the NUS. The SSMU shall also ensure that the accounts of the NUS are audited in the annual audits of the SSMU, and that these audited financial statements are presented to McGill University when required. The SSMU shall also ensure that its accounting procedures are conveyed to the NUS in a timely manner after any update.

1.2 The SSMU shall also undertake agreements with the Royal Institute for the Advancement of Learning (RIAL) on behalf of the NUS as an Affiliated Association.

1.2.1 This shall include an agreement regarding transferring of the NUS's student fees to the SSMU as well as other agreements reasonably requested by the NUS from time to time and where possible.

1.3 The SSMU shall provide the NUS with a list of its members and their contact information (such as that which the SSMU receives from McGill University) upon the request of the NUS.

2.0 Responsibilities of the NUS

2.1 As an Affiliated Status organization of the SSMU, the NUS shall follow relevant procedures as set out by the SSMU from time to time.

2.2 The NUS shall turn over all of its funds to the SSMU at the time that it becomes an Affiliated Association and shall not hold funds outside the accounts administered by the SSMU.

2.3 The NUS shall conform to the accounting and auditing procedures of the SSMU.

2.4 The NUS shall operate under the jurisdiction of its own governing documents

2.5 The NUS shall respect the responsibilities and obligations of the SSMU as a corporation under the law, including but not limited to:

2.5.1 Insurance liabilities;

2.5.2 Alcohol permit administration;

2.5.3 The payment of sales taxes and other taxes, including but not limited to GST and QST;

2.5.4 Compliance with all corporate rules, regulations, and legal restrictions.

- 3.0 There shall be a single SSMU department responsible for the NUS, which will be administered by the NUS Vice President (Finance) and the NUS President, who shall be the only two signing officers. The NUS shall have sole jurisdiction over the use of its student fee.
- 4.0 The term of this agreement shall be for one year, renewing automatically from year to year unless written notice is sent to either party sixty (60) days prior to the termination date.
- 5.0 This agreement may be renegotiated at any point, should either party request such a renegotiation by written notice. Should either party make such a written request, negotiations must be initiated within thirty (30) days of receipt of this notice.
- 6.0 The Presidents of the SSMU and the NUS, respectively, shall be chiefly responsible for the administration and interpretation of this agreement. Failing them, the SSMU Vice-President (Finance) and the NUS Vice-President (Finance) shall hold the aforementioned responsibilities.
- 7.0 Either party may terminate the present agreement by written notice delivered to the other party at the following address:

If to the NUS:

Nursing Undergraduate Society
Attn: President
680 Rue Sherbrooke Ouest, Suite 1923
Montreal, Quebec H3A 0B8

If to the SSMU:

Students Society of McGill University
Attn: President
3600 McTavish Street, Suite 1200
Montreal, Quebec H3A 1G3

- 8.0 Written notice may be delivered by email, physical mail, or fax. A notice shall be deemed to have been received one (1) working day after it is sent and confirmed. The present agreement shall terminate fourteen (14) days following receipt of the notice. The address for the giving of notice may be changed by either party in writing, effective immediately upon receipt.
- 9.0 The parties acknowledge and agree that the above agreement be drawn up in the English language

Les parties reconnaissent et confirment par les présentes qu'elles ont exigé que la convention présente soit rédigée en langue anglaise.

In witness thereof, the SSMU and the NUS have duly signed and executed the present agreement in the City of Montreal, Province of Quebec, this the 2nd day of March, 2018



Munavvar Tojiboeva
President
Students' Society of McGill University



Ryan Hughes
General Manager
Students' Society of McGill University



Esteban Herpin
Vice-President (Finance)
Students' Society of McGill University



Jacob Shannon
President
Nursing Undergraduate Society