

MAIN AGREEMENT made at Ottawa dated April 8, 2019,

Between:

UNIVERSITY OF OTTAWA, a post-secondary educational institution incorporated under the University of Ottawa Act, 1965, S.O. 1965, c. 137, having offices at Tabaret Hall, 550 Cumberland Street, Ottawa, ON, K1N 6N5 (the "University")

And

UNIVERSITY OF OTTAWA STUDENTS' UNION, a corporation incorporated pursuant to the Canada Not-for-profit Corporations Act, Statutes of Canada 2009, Chapter 23 ("UOSU")

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And

UNIVERSITY OF OTTAWA STUDENTS' UNION, a corporation incorporated pursuant to the Canada Not-for-profit Corporations Act, Statutes of Canada 2009, Chapter 23 ("UOSU")

- A. In a referendum held February 8 to 11, 2019, undergraduate students registered at the University chose UOSU to represent them.
- B. Between April 3 and April 5, 2019, the UOSU held UOSU general elections of its Commissioners and Directors and a student referendum asking students to approve the charging and collection of fees from students to support UOSU services and its operations.
- C. The University and UOSU wish to enter into this Agreement to set out the terms and conditions under which the University will recognize UOSU as the exclusive student association representing undergraduate students at the University and under which the University will agree to provide certain services to UOSU in connection with the invoicing, and collection of UOSU fees from Students.

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein, the Parties agree as follows:

1. DURATION OF AGREEMENT

- 1.1 The duration of this Agreement shall start on April 8, 2019 and shall end on May 1, 2024 (the "Term"), unless terminated earlier in accordance with the termination provisions of this Agreement.
- 1.2 No later than nine (9) months prior to the expiration of the Term, the Parties shall review the terms and conditions of this Agreement with a view to renew or extend this Agreement by mutual written agreement of the Parties. If the Parties are unable to agree on the terms of a renewal or extension, the Term of the Agreement shall be extended for a maximum of six (6) months from the date of its expiry or for such other maximum period as the Parties may agree to in writing.

2. RECOGNITION

- 2.1 The University hereby recognizes UOSU during the Term of this Agreement as the exclusive student association representing undergraduate students registered at the University (referred to in this Agreement as "Students").

- 2.2 UOSU recognizes the University faculty student associations listed in Schedule "C" attached to this Agreement as among its recognized student association, student clubs or student governments pursuant to the UOSU's constitution.
- 2.3 The University's recognition of the UOSU is subject to UOSU's compliance with this Agreement and is not intended to prevent the University from having either informal or normal administrative communications with Students or with other student associations, clubs groups or members of the University community.
- 2.4 Any subsequent agreement entered into between the University and UOSU shall be subject to the University's recognition of UOSU as stated in Section 2.1 above and shall be subject to the terms and conditions of this Agreement unless otherwise expressly stated in such other agreement.

3. FINANCIAL SERVICES

3.1 Invoicing, Collection and Remittance

- 3.1.1 For the purposes of this Agreement, "UOSU Fees" means fees (plus applicable taxes) that are,
- a) assessed by UOSU;
 - b) for the purpose of funding student-related activities and services whether delivered by UOSU or by the University to Students, UOSU operating expenses and for the provision of a health, dental and travel insurance plan to Students; and
 - c) levied following the consultation of the Students by referenda held by UOSU in conformity with its constitution, by-laws, rules and policies.
- 3.1.2 The UOSU Fees (exclusive of any applicable taxes), as at the date of this Agreement, are as set out in the UOSU referendum document attached as Schedule "B" to this Agreement and are subject to the Ontario government tuition fee framework and ancillary fee guidelines.
- 3.1.3 The University agrees to provide the following services for the UOSU: the invoicing and collection from Students of the UOSU Fees, subject to the following,
- a) its receipt of written confirmation from UOSU that UOSU Fees have been approved in accordance with UOSU's constitution, and are the result of a lawfully held Student referendum; and
 - b) the approval of the University's Board of Governors of the University or its Executive Committee or other applicable University governing body; and
 - c) the Ontario government tuition fee framework and ancillary fee guidelines and directives, University policies and procedures and applicable law, all of which as may be amended from time to time.

- 3.1.4 For the Fall 2019 term and thereafter, if required by the Ontario government, the University shall provide Students with the option to opt-out of paying the UOSU Fee that are deemed as non-essential and will enable Students to opt-out of such fees online, prior to collecting payment for UOSU Fees.
- 3.1.5 The University shall invoice Students for the UOSU Fees on the same basis and criteria as the University applies to charge and invoice Students for an ancillary fee, which is a fee imposed or administered by the University in addition to regular tuition fees which a student pays for a service or product.
- 3.1.6 The University shall keep a ledger of the UOSU Fees collected by it separate from the University's funds.
- 3.1.7 Subject to 3.4 of this Agreement, the remittance of UOSU Fees collected by the University for the UOSU shall be distributed to UOSU yearly as follows:
- a) The UOSU Fees paid by the Students and collected by the University shall be remitted to the UOSU on October 30, February 28 and June 30.
 - b) Any portion of the UOSU Fees attributable to the health insurance fee as described in Schedule "B" attached to this Agreement paid by Students and collected by the University after October 30 shall be remitted to the UOSU on November 30.
 - c) Any adjustments or reconciliation of (a) and (b) shall be done annually on June 30.
 - d) Any reference to "collected" means the net amount collected, that is, the amount actually collected by the University less any refunds.
- 3.1.8 The University will not charge the UOSU for the services of invoicing, collection and remittance of the UOSU Fees.
- 3.1.9 No adjustments to the UOSU Fees shall be applied or collected by the University unless the formalities required by the UOSU's constitution, by-laws and procedures for fee adjustments, and applicable law, have been followed.
- 3.1.10 All requests for changes to UOSU Fees must be sent in writing to the University (Associate Vice-President, Enrolment Management) by February 28 for implementation in the Fall term and thereafter.
- 3.1.11 The University shall not draw any funds from the account maintained by the University for the UOSU Fees collected or from the fees collected by the University for the UOSU without the UOSU's prior written approval, unless exercised as a University's right of set off or remedy pursuant this Agreement.
- 3.1.12. The University agrees to provide the following further services for the UOSU: invoicing and collection from Student of the fees of student associations, student clubs, student governments recognized by UOSU. The provisions of Sections 3.1.3 to 3.1.11 of this Agreement shall apply to such invoicing and collection of such fees, with the necessary changes as to the reference of UOSU Fees and

substituting such references with references to fees of student associations, student clubs and student governments recognized by UOSU.

3.2 Financial reporting

- 3.2.1 The University agrees to provide UOSU the following financial reporting services: the provision of account fund statements and reconciliation statement as necessary on a scheduled basis indicating UOSU Fees collected and distributions to UOSU; such schedule to be agreed upon in writing by the Parties.
- 3.2.2 Should the UOSU require any other lists, data sets or any other type of information of a financial nature or financial records not already provided for in this Agreement, the University shall give effect to the request upon reasonable prior notice, to the extent allowed by law and with the reservation of the right to charge the UOSU with an appropriate fee for the work to be performed. This fee, if applicable, shall be identified prior to fulfilling the request.
- 3.2.3 The amount of UOSU Fees collected by the University time-to-time will be determined by the records of the University. The University's records shall constitute sufficient proof of the validity of the amounts collected, remitted to UOSU and the validity of any amounts to be set-off or credited.

3.3 Loan

- 3.3.1 The University agreed to loan to UOSU certain funds in order to assist UOSU in establishing itself pursuant to a loan agreement signed by the Parties dated March 7, 2019 attached to this Agreement as Schedule "A" (the "Loan Agreement"). The terms of the Loan Agreement are subject to the terms of this Agreement.

3.4 Set-off and withholding

- 3.4.1 If the UOSU is in any way indebted to the University under this Agreement, the Loan Agreement or any other agreement between the University and UOSU, the University is authorized to collect or set off the said amount of the indebtedness against the funds paid or payable to the UOSU pursuant to this Agreement, and which shall be subject to the following:
- a) The University must provide the UOSU with a written notice of the indebtedness providing complete details and documents relating thereto.
 - b) The UOSU shall have a delay of thirty working (30) days (or sixty (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 UOSU as soon as possible within the same financial year of any charges, costs, expenses, debts and any other amounts owed to the University on the part of the UOSU under this clause.
- 3.4.2. The University's remittances to UOSU under this Agreement are subject to

- a) the University's right of set-off pursuant to this Agreement, its right of set-off pursuant to the Loan Agreement;
- b) the University reserves the right to withhold distribution of UOSU Fees, in whole or in part, in the event of default by UOSU under this Agreement.

4. COMPULSORY ANCILLARY FEE PROTOCOL

- 4.1 The expression compulsory ancillary fee means a non-tuition related fee which is levied, in addition to regular tuition fees, which a Student is required to pay in order to enroll in or successfully complete, any credit course to cover the costs of items which are not normally paid for out of the University's operating or capital revenue or as may be defined by the Ontario government and are subject to the Ontario government's tuition fee framework and ancillary fee guidelines, as may be amended from time to time.
- 4.2 In accordance with the Ontario government's requirement that post-secondary educational institutions have a formal agreement with student governing body which sets out the means by which Students will be involved in decisions to introduce a new or modify an existing compulsory ancillary fee, the Parties agree that it must enter into a written ancillary fee protocol.
- 4.3 The Parties further recognize that such ancillary fee protocol must comply with the Ontario government guidelines on ancillary fee protocol requirements, namely,
 - a) The University's administration and UOSU representatives agree to the text of the protocol and the protocol must have the approval of the University's Board of Governors or its Executive Committee of the Board of Governors.
 - b) Student agreement to the ancillary fee protocol is obtained through, the support of the UOSU, who in turn, represent the Students.
 - c) The University or UOSU may not unilaterally change the text of the ancillary fee protocol once signed by them.
- 4.4 The University and the UOSU shall sign the ancillary fee protocol attached as Schedule "B" to this Agreement and it shall serve as the ancillary fee protocol between the University and UOSU for the purposes of the Ontario government's requirement to have an ancillary fee protocol.

5. UOSU STAFF STATUS

- 5.1 All staff hired by the UOSU shall have exclusive UOSU employment status. The working conditions, including payroll, of all UOSU staff shall be determined solely by the UOSU and all employer responsibilities for UOSU staff shall be the sole responsibility of the UOSU, including without limitation all payroll responsibilities and remittances. The UOSU agrees to provide a healthy and safe work environment for its officers, directors, staff, volunteers and representatives and acknowledges the University's policies and procedures in respect of the prevention of harassment and discrimination and the prevention of sexual violence.

6. CONDITIONS ON USE OF UNIVERSITY'S NAME OR BRAND IDENTITY

- 6.1 UOSU recognizes that the University's name and brand identity are the exclusive property of the University. The University's brand identity includes, but is not limited to, the following branding elements and all their variants:
- a) the University of Ottawa and uOttawa names;
 - b) the University of Ottawa logo, comprising the graphic expression of the Tabaret building and the uOttawa logotype in the unique uOttawa font;
 - c) the University's coat of arms;
 - d) the University of Ottawa Alumni Association logo;
 - e) the Gee-Gees logo;
 - f) the Telfer School logo;
 - g) any slogans, taglines or signatures that may be created by, or for, the University from time to time to support advertising, promotional or fundraising campaigns and activities, such as the Defy the Conventional signature and logotype;
 - h) other supporting graphic elements, such as the University's official colours, official fonts, two-tone branding band and the uOttawa tab and footer used in print and digital applications, among others; and
 - i) any mark or trade-mark adopted by the University under the Trade-marks Act.
- 6.2 The use of the University brand identity requires the express written consent of the University which consent may be revoked by the University at any time, acting reasonably. The University's consent given in Section 6.3 of this Agreement is to the use of the University's name only and not to the other elements of the University's brand identity.
- 6.3 The University consents to UOSU's use of the University's name "University of Ottawa" and "Université d'Ottawa" as an element in the UOSU's corporate name on a non-exclusive basis and solely in connection with UOSU's role as a student association at the University, subject to the terms of this Agreement and with applicable University policies and procedures. The University further consents to the use of the University's name "University of Ottawa" and "Université d'Ottawa" by student associations, student clubs or student governments recognized by the UOSU provided such UOSU recognized student association, student club or student government is not a corporation or other legal entity and agrees, in writing, to be bound by provisions of Section 6 of this Agreement.
- 6.4 UOSU agrees that its use of the University's name shall be in accordance with the University's [Brand Policy](#) and [Brand Identity Guidelines](#) (as may be amended from time to time); shall not create in favour of UOSU or of any UOSU recognized student association, student club or student government, any right, title or interest in or to same; and that there is no further right to assign the consent referred to in Section 6.3 of this Agreement to any other party or to grant any licence or sub-licence.

- 6.5 The University may at any time revoke its consent to the use of the University's name and upon written notice by the University to the UOSU of the revocation of the consent, UOSU shall cease all such use immediately.
- 6.6 UOSU shall ensure that student association, student groups, student governments, recognized by UOSU that use the University's name are made aware of and agree to abide by the provisions of Section 6 of this Agreement, the conditions for the use of the University's name as set out in this Agreement and of the University's Brand Policy and Brand Identity Guidelines (as may be amended from time to time); The UOSU agrees to correct any misuse by such student association, student group or student government immediately upon the UOSU's awareness of the misuse.

7. CONFIDENTIALITY

- 7.1 For the purposes of this Agreement "Confidential Information" means confidential or proprietary information of the University, Student personal information financial or other information identified as confidential or proprietary to the University, in oral, written, electronic, or any other form or medium whatsoever, which may be disclosed or made available by the University to the UOSU (collectively referred to as the "Confidential Information") for the purpose of and those consistent with,
- a) for the UOSU general elections of its Commissioners and Directors and for UOSU student referenda held by UOSU in accordance with UOSU's Constitution, by-laws; and
 - b) to allow the UOSU to identify the individual as a Student and as a UOSU member for UOSU activities and services;
 - c) to allow the UOSU to carry out its obligations pursuant to this Agreement, to deliver services to Students and to carry out its operations and functions (referred to as the "Purpose").
- 7.2 The term "Confidential Information" shall not include the following:
- a) information which is now or which becomes publicly known or available through no act or failure on the part of the UOSU; or
 - b) information which is independently developed by the UOSU without use of or reference to the Confidential Information that does not otherwise contravene the terms and provisions of this Agreement.
- 7.3 Once during each of the Fall, Winter and Spring/Summer terms, the University agrees to provide UOSU with a list containing the following Confidential Information in respect of Students registered in such term: Student first name (legal and preferred), Student middle name (legal and preferred), Student surname (legal and preferred), Student number, Student email address, Student's language of communication, Student's academic load (full-time or part-time), Student program of study and Faculty of study, information on the Student's choice to opt-out of paying certain UOSU Fees. Should the UOSU require any other Confidential Information in respect of Students not already provided for in the previous sentence, the University shall give effect to the request to the extent that the UOSU's request is reasonable, UOSU gives reasonable prior notice and to the extent that

the University allowed to provide by law and with the reservation of the right to charge the UOSU with an appropriate fee for the work to be performed. This fee, if applicable, shall be identified prior to fulfilling the request.

- 7.4 The Confidential Information as may be provided by the University to the UOSU from time to time during this Agreement constitutes the sole and exclusive property of the University.
- 7.5 The UOSU shall only use the Confidential Information strictly for the Purpose.
- 7.6 The UOSU shall hold and maintain all Confidential Information in trust and confidence and shall use reasonable efforts to protect the Confidential Information from any harm, tampering, unauthorized access, sabotage, exploitation, manipulation, modification, interference, misuse, misappropriation, copying or disclosure.
- 7.7 The UOSU shall not, without the prior written consent of the University, disclose any Confidential Information provided by the University to any person or entity other than to carry out the Purpose or as required by any law, court order, provided that, prior to such disclosure, the UOSU shall first notify the University in writing of such disclosure requirement.
- 7.8 The Confidential Information provided by the University shall not be copied, reproduced in any form or stored in a retrieval system or data base by the UOSU without prior written consent of the University, except for such copies and storage as may reasonably be required for the Purpose.
- 7.9 At the request of the University, the UOSU shall provide the University with a list of their respective employees, officers, directors, members, volunteers, representatives who have access to or who will receive the Confidential Information provided by the University. The UOSU shall immediately notify the University in writing should the individual leave the employ of or cease to be an officer, a director, a member, volunteer or representative of the UOSU or otherwise no longer need to have access to or receive the Confidential Information.
- 7.10 The UOSU shall be fully responsible to ensure that only their respective employees, officers, directors, members, volunteers or representatives who need to receive the Confidential Information provided by the University in order to carry out the Purpose handles the Confidential Information as required by this Agreement. The UOSU shall notify the University promptly of any unauthorized use, disclosure or possession of the Confidential Information provided by the University that comes to the UOSU's attention.
- 7.11 The UOSU agree not to use or permit the use of any of the Confidential Information of which it is the recipient for its own benefit, nor for the benefit of any third party or for any other purpose than the Purpose.
- 7.12 Neither this Agreement nor the disclosure of any Confidential Information provided by the University to the UOSU shall be construed as granting to them or to anyone receiving the Confidential Information any rights in, to or in respect of the Confidential Information.
- 7.13 Upon fulfilment of the Purpose and upon request of the University, the UOSU shall immediately cease using the Confidential Information, return to the University all Confidential Information provided by the University, in any form whatsoever, and destroy

all copies of Confidential Information from all retrieval systems and databases. The return of the Confidential Information to the University shall in no event relieve the UOSU of their obligations of confidentiality set out in this Agreement.

8. USE OF UNIVERSITY SPACE

8.1 The following are the general principles governing the use by UOSU of University space that the University may decide to grant to UOSU for UOSU's operations and activities in addition to any other term or condition that the University may apply; the expression "University space" for the purposes of this Agreement means any interior or exterior space or facility which is occupied, owned or leased by the University:

- a) The UOSU must obtain the University's written agreement to use a University space and such use shall at all times be subject to this Main Agreement and to any applicable University policies and procedures relevant to the use of University space or other, including without limitation the University's Conventions and Reservations policies and procedures on the reservation of and temporary use and rental of University space.
- b) Types of use by UOSU of University space may include UOSU office and services, UOSU commercial activities use, UOSU event/kiosk space rental use and student lounge and other student uses.
- c) The UOSU must have the University's prior written agreement in signing any contracts or agreement with external third parties for UOSU's business purposes that lead to the use of University space by such external third parties. UOSU is not permitted to use University space and then further re-let or rent out such University space to an external party and receive revenues arising from the use of the University space by such third party.
- d) When University space is used by UOSU, the University must be reimbursed appropriately for the recovery of costs incurred by the University associated with such use by UOSU of such University space; these may include, but are not limited to, the payment of a rental fee or other fees for temporary use of University space, payment of utilities, janitorial services, maintenance services, telephone, internet services and other communication services, mail services and security services.
- e) Any University space used for UOSU activities and services may be subject to a written licence to occupy or to a lease arrangement, as determined by the University, which may include the requirement to pay rent and operating costs.
- f) The University may charge the UOSU for additional costs necessitated as a result of an event or activity at or in a University space funded or organized in whole or in part by UOSU or one of its recognized student associations, student clubs and student governments, these may be include, but are not limited to, additional costs for cleaning, repair or security.
- g) If UOSU is granted permission by UOSU to use or occupy a University space, no exclusive right to such use is granted by the University to UOSU to such University space or to any adjacent University space unless expressly agreed to in writing by the University.

- h) UOSU is required to keep the University space it may use and occupy, as may be permitted by the University, in a good and clean condition, keeping entries to such University space and nearby fire exits free from obstruction.

8.2 By reason of its status as a student association recognized by the University pursuant to this Agreement, the University will provide UOSU with a room, without charging UOSU rent, which room shall constitute the UOSU's corporate registered office and from which it may use to conduct its activities. The location of this room shall be at or near proximity to the University's building known as the University Centre, located at 85 University Private, City of Ottawa and shall be used as the UOSU's office and principal premises. The arrangement for the use and occupancy by UOSU will be subject to a written licence to occupy or to a lease between the University and UOSU, as determined by the University, which will include provisions for charging UOSU an amount to cover the operating costs incurred by the University in connection with UOSU's use and occupancy.

8.3 Any request by UOSU for additional University space shall be subject to availability and may be evidenced, as determined by the University, by separate licence to occupy or lease agreement between the Parties.

9. UOSU REPRESENTATIONS AND WARRANTIES

9.1 UOSU represents, warrants, covenants and agrees as follows:

- a) it is and shall maintain its status as a corporation under Canada Not-for-profit Corporations Act whose membership is limited to undergraduate students registered at the University;
- b) it has full power and authority to enter into this Agreement and has taken all necessary actions to authorize the execution of this Agreement.
- c) a referendum of the UOSU has been duly held in accordance with its constitution approving the UOSU Fees set out in Schedule A to this Agreement and such referendum binds the UOSU and its members
- d) it will comply with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws, applicable University policies and procedures related to any aspect of their activities;
- e) it will ensure that the use of the UOSU Fees shall be used by the UOSU only for the purposes for which they were charged to and collected from the Students and in accordance with the lawfully held referenda held by it and will establish and maintain internal administrative controls are in place to reasonably ensure that the UOSU Fees are used for no other purpose.
- f) it will provide the University with written proof or with such assurances as the University may require to demonstrate that it is using the UOSU Fees in accordance with (b) above and to fully fund student-related services and activities.
- g) it will keep and maintain all financial records and such other records relating to the spending of the UOSU Fees in a manner consistent with generally accepted

accounting principles and will provide such records and any other information to the University in relation to the expenditure of the UOSU Fees upon the University's request;

- h) It will operate and serve Students in an open, accessible and democratic manner and will adopt and implement policies that promote good governance, financial responsibility and workplace health and safety, which shall include and/or provide for the following:
- (i) procedures and rules of conduct of the governing authorities within it who are responsible for conducting and managing the affairs of the UOSU;
 - (ii) recognition and accountability in respect of student associations, student clubs and student governments recognized by the UOSU and responsibility for the actions, financial operations and activities of such UOSU recognized student associations, student clubs and student governments that receive funding from UOSU;
 - (iii) conflict of interest and standards of conduct in respect of the governing and management authorities within the UOSU;
 - (iv) communication to Students on the nature and estimated amount of UOSU Fees and any other fees that UOSU or its recognized student associations, student clubs and student governments intend to levy from Students and the process for involving Students in the approval of instituting and changing the UOSU Fees and any other such fees;
 - (v) a process to receive and address complaints regarding the UOSU's governance, its failure in some other way to manage its affairs properly, its failure to adequately represent the Students' interests and to clearly communicate that process.

9.2 The UOSU shall provide the University (Association Vice-President, Student Life) with a copy of the following, on an annual basis:

- a) the UOSU's articles of incorporation and its annual return filing required by the Canada Not-for-profit Act as proof that the UOSU has maintained its incorporated status;
- b) a copy of the UOSU's annual audited financial statements;
- c) a copy of the annual certificate of insurance obtained in accordance with the insurance provisions of this Agreement;
- d) a copy of a complete and current as at listing, as of October 1 of each year, of all groups, clubs, services, of UOSU granted club or service status or otherwise recognized by UOSU;
- e) any changes to the documents provided to the University concurrently with the execution of this Agreement or as listed above within 30 days of the change.

10. INSURANCE

- 10.1 The UOSU shall be solely responsible for obtaining appropriate insurance with a reputable licensed insurer necessary to conduct its operations, activities and services, including, at a minimum and without limitation, commercial general liability and property insurance of not less than \$5,000,000 per occurrence for bodily injury, death and damage to property, tenant's legal liability including loss of use thereof. Such insurance shall name the University as an additional insured party and shall contain an endorsement to provide additional insured with thirty (30) days prior written notice of cancellation.
- 10.2 Upon the signature of this Agreement by the Parties or and annually thereafter, the UOSU shall provide the University with a Certificate of Insurance as proof that the UOSU has obtained and will maintain such insurance.

11. INDEMNIFICATION

- 11.1 The UOSU agrees to indemnify and save harmless the University, its directors, officers, employees and representatives of and from any all suits, claims or demands and reasonable costs and expenses that may arise by reason of the operation of activities of the UOSU or any act, neglect, omission of the UOSU, its directors, officers, employees and representatives or persons engaged or retained by it.
- 11.2 The University agrees to indemnify and save harmless UOSU, its directors, officers, employees and representatives of and from any all suits, claims or demands and reasonable costs and expenses that may arise by reason of any act, neglect, omission of the University, its directors, officers, employees and representatives or persons engaged or retained by it in respect of the services provided by the University to UOSU pursuant to Section 3 of this Agreement.

12. DISPUTE RESOLUTION

- 12.1 In the event of a dispute between the Parties arising from this Agreement, which shall include without limitation, the interpretation or application of this Agreement (the "Dispute"), the Parties shall apply the Dispute resolution process set out below. The Parties recognize that it is impossible to determine appropriate time lines for the resolution of a Dispute and when using the expression "reasonable period of time", the Parties agree that such an expression shall be interpreted by the Parties in light of the nature and complexity of the Dispute:
- a) the Parties shall first attempt to settle the Dispute through good faith negotiations between the UOSU's relevant authority and the University's Associate Vice-President, Student Life or other University relevant authority to settle the Dispute within a reasonable period of time.
 - b) If the Parties are unable to settle the Dispute within a reasonable period of time as referred to in paragraph (a) above, the Parties shall continue its good faith negotiations between the UOSU's relevant authority and the University's Provost and Vice-President Academic Affairs to settle the dispute within a further reasonable period of time and may do so in consultation with the appropriate authority or committee within the UOSU's and University's governance structures.

- c) If the Parties are unable to settle the Dispute within a reasonable period of time as referred to in paragraph (b) above, the dispute resolution process provided by this Agreement is considered to be at end.

13. TERMINATION AND DEFAULT

13.1 A party may terminate this Agreement in accordance with the terms of this section upon the occurrence of a breach ("Event of Default") by the other party. A party will be in an Event of Default under this Agreement upon the occurrence of any of the following:

- a) The failure by a party to perform or comply with any term or provision of this Agreement;
- b) The commencement by or against a party of any proceeding under the bankruptcy laws of any jurisdiction, the appointment of a receiver for a party, any assignment of the benefit of the creditors of a party, insolvency of a party, the levy, seizure, assignment or sale for or by any creditor or governmental agency of or on a substantial part of a party's property, or the winding-up, liquidation or dissolution of a party; or
- c) in the case of the UOSU, any act or omission of the UOSU that, adversely affects the interests of Students, that adversely affects the reputation of the University or that diminishes the confidence in the University of the public or of authorities having jurisdiction over the University. Without restricting the generality of the foregoing, each of the following shall be deemed to be such as an act or omission:
 - (i) the UOSU fails to meet or breaches any representation, warranty or covenant set out in this Agreement or in any other written agreement between the University and UOSU;
 - (ii) failure of the UOSU to use the UOSU Fees distributed to it by the University for the purposes by which they were charged to and collected from Students;
 - (iii) when in the course of or subsequent to an audit, the UOSU's auditor reports on material fraud, error or misstatement of the books or financial records of the UOSU or any theft, embezzlement, fraud and defalcation or any criminal act by the UOSU, its directors, officers or staff towards for which the UOSU has not taken the appropriate steps to remedy;
 - (iv) material or repeated violation by the UOSU of its own constitution, by-laws, regulations, rules, policies;
 - (v) gross negligence and managerial neglect on the part of the UOSU, as determine by any applicable court of law.

13.2 The party alleging that the other party is in an Event of Default shall without prejudice to any other rights or remedies it has, give the party in default written notice of such default in order for that party to remedy the default. Such notice shall identify in reasonable detail the events that the non-defaulting party believes have occurred and that constitute or

evidence the Event of Default, the provisions that have not been performed or complied with, and the actions which, in the opinion of the non-defaulting party, would be required to fulfill the requirements of this Agreement and remedy the default.

- 13.3 Following the date of the receipt of the notice of an Event of Default, the defaulting party shall have ten (10) business days in which to take the necessary steps to remedy the Event of Default described in the notice; except in the case where the notice of an Event of Default is given by the University to the UOSU for an Event of Default under Section 13.1(b) or 13.1 (c) of this Agreement, in which case this Agreement may be terminated immediately and the effective date of termination shall be as of the date of the University's notice.
- 13.4 If the defaulting party fails to cure the Event of Default within the remedy period set out in Section 13.3 hereof, this Agreement may be terminated immediately by the party not in default by giving written notice to the other Party.
- 13.5 Upon the occurrence of an Event of Default by the UOSU, the University may at its option, and in addition to any other remedy or recourse it may have against UOSU, do the following:
- a) require that UOSU conduct an audit, forensic audit, investigation or review into the circumstances resulting in an Event of Default and submit to the University a copy of the report issued to UOSU in connection therewith and the UOSU agrees to comply with such request;
 - b) withhold funds collected by the University for the UOSU pursuant to this Agreement or under any other agreement between the University and UOSU and apply such funds to the amounts due to the University under this Agreement, under the Loan Agreement or such other agreement between the University and UOSU;
 - c) upon written notice to UOSU, terminate this Agreement and declare that the University no longer recognizes the UOSU as the exclusive student association representing Students and further declare that any outstanding amounts and accrued interest due to the University shall be immediately due and payable, and the same shall be immediately due and payable to the University as of the date of such notice;
 - d) require that the UOSU surrender possession and vacate any University space it occupies.
- 13.6 Termination of this Agreement by either party and regardless of the reason means that the University ceases, as of the effective date of termination, to recognize the UOSU as the exclusive student association representing the Students and ceases to invoice and collection from Students the UOSU Fees.

14. NOTICES

- 14.1 Notices or other written communications under this Agreement shall be in writing and delivered as provided below:

- (a) For the University:

Office of the Provost and Vice-President Academic Affairs, 550 Cumberland Street (217), Ottawa, ON, K1N 6N5, Attention: Provost and Vice-President Academic Affairs; email: vretudes@uottawa.ca

And to:

Office of the Associate Vice-President, Student Services, 85 University (318A) Ottawa ON K1N 6N, Attention: Associate Vice-President, Student Life; email: AssociateVice-President.StudentServices@uOttawa.ca

- (b) For UOSU: at the address of its corporate registered office; attention Advocacy Commissioner or any available Director or Commissioner; email: advocacy@uosu-seuo.com

All notices or communications required under this Agreement shall be in writing in French or in English and may be delivered personally, sent by email or by certified mail, to the address for the recipient set forth above, or at such other address as the recipient may hereafter designate by notice in the manner provided in this section. Notice shall be effective, if personally delivered, upon delivery; if sent by email, upon sending; and if sent by certified mail, on the fifth business day after sending.

15. RELATIONSHIP OF THE PARTIES

- 15.1 The University agrees to provide the services referred to in this Agreement as a an independent contractor, and nothing contained in this Agreement shall be construed to create or imply a partnership, joint venture, principal-agent or employment relationship between the University and UOSU. The University and the UOSU are separate and distinct legal entities and each party will not take any action or permit any action to be taken which purports to be done in the name of or on behalf of the other party. The University and UOSU shall have no power or authority to bind the other party or to assume or create any obligation or responsibility, express or implied, on the other party's behalf or in its name, nor shall such party represent to any one that it has such power or authority.

16. NO ASSIGNMENT, SUCCESSORS

- 16.1 UOSU may not assign, directly or indirectly, any right or obligation arising from this Agreement. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective, heirs, executors, administrators, successors and permitted assigns.

17. GOVERNING LAW

- 17.1 This Agreement will be interpreted in accordance with the laws of Ontario and the applicable laws of Canada and the Parties agree to the exclusive jurisdiction of the courts located in the City of Ottawa, Ontario.

18. NO WAIVER

18.1 No failure to enforce any provision of this Agreement shall be construed as a waiver of such provision or a waiver of the right to enforce each and every provision of this Agreement. Waiver of any breach shall not be deemed to be a waiver of any future breach, even if similar in nature. The rights and remedies of the University under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

19. ENTIRE AGREEMENT

19.1 This Agreement and Schedules "A" "B" and "C" attached to it constitute the entire agreement between the University and UOSU in respect of the subject matter set out herein.

20. AMENDMENTS

20.1 Amendments or changes to this Agreement shall be valid only if made in writing and signed by an authorized signatory of each of the Parties. UOSU and the University agrees to execute, acknowledge and deliver such further instruments, and do all further similar acts, as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

21. LANGUAGE

21.1 The Parties have agreed that this Agreement be drafted in the English language only.

The Parties have signed this Agreement by their authorized representative(s) on the date indicated below.

UNIVERSITY OF OTTAWA


Name: David Graham
Title: Provost and Vice-President Academic Affairs

2019-04-08
Date


Name: Annick Bergeron
Title: Secretary-General

2019-04-08
Date

UNIVERSITY OF OTTAWA STUDENTS' UNION


Name: Milk Vathiatu
Title: Director

8/9/19
Date


Name: TIYANA MAHARAJ
Title: DIRECTOR

APRIL 8/19
Date

SCHEDULE "A" - LOAN AGREEMENT

THIS LOAN AGREEMENT made at Ottawa dated March 7, 2019,

Between:

UNIVERSITY OF OTTAWA, a post-secondary educational institution incorporated under the University of Ottawa Act, 1965, S.O. 1965, c. 137, having offices at Tabaret Hall, 550 Cumberland Street, Ottawa, ON, K1N 6N5 (the "University")

And

UNIVERSITY OF OTTAWA STUDENTS' UNION, a corporation incorporated pursuant to the Canada Not-for-profit Corporations Act, Statutes of Canada 2009, Chapter 23 ("UOSU")

- A. In a referendum held February 8 to 11, 2019, University undergraduate students (referred to as "Students") chose UOSU to represent them.
- B. The UOSU must establish itself as a legal entity, hold general elections for Students to elect UOSU Commissioners and Directors, the official representatives of UOSU, hold student referenda on whether Students agree to pay UOSU membership fees and fees for health and dental insurance coverage and will incur costs in relation thereto and in its start-up activities as more particularly described in the estimate of costs attached as Schedule A to this Agreement (collectively referred to as "Start-up Costs").
- C. UOSU is seeking an advance of funds from the University in order to assist with the payment of the Start-up Costs.
- D. The University and UOSU have yet to negotiate and enter into a written definitive agreement setting out the terms and conditions under which the University will recognize UOSU as the exclusive student association representing Students and under which the University will agree to charge and collect fees from Students on behalf of UOSU for services to be delivered by UOSU to Students (the "Definitive Agreement").
- E. Pending the Parties entering into and signing a Definitive Agreement and in order to assist the UOSU in establishing itself, the University is willing to advance certain funds to UOSU as a loan subject to the terms and conditions set out in this Agreement.

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein, the Parties agree as follows:

LOAN

1. Upon signature of both Parties, the University will advance to UOSU the sum of \$42,500.37 (the "Loan Principal") for the purpose of assisting UOSU in covering the Start-up Costs.

LOAN REPAYMENT

2. UOSU agrees to repay the Loan Principal plus accrued interest to the University in accordance with this Agreement.

3. The University may, at its option, either require UOSU to repay to the University the Loan Principal plus accrued interest in instalments according to a payment schedule to be agreed to between the Parties; or choose to credit an amount representing the Loan Principle plus accrued interest against the first instalment to be remitted to UOSU of the fees charged and collected from Students by the University on behalf of the UOSU pursuant to the Definitive Agreement. The University will exercise its option in writing by sending a written notice to UOSU agrees to comply with such notice.
4. The interest shall start accruing on the earliest of September 30, 2019 or when fees collected from Students pursuant to the Definitive Agreement are paid by the University to UOSU.
5. The interest accrued on the Loan Principal shall be at an annual interest rate of 3%.

DEFAULT

6. UOSU will be considered in default under this Agreement upon the occurrence of any of the following:
 - (a) UOSU fails to repay the Loan Principal and/or any accrued interest, as may be required by the University under this Agreement; or
 - (b) UOSU is in breach of this Agreement; or
 - (c) UOSU is in default of the Definitive Agreement or any other written agreement between the University and UOSU.
7. If UOSU is in default as described in Clause 6 or if the Parties fail to sign a Definitive Agreement; the University may, at its option, and in addition to any other remedy or recourse it may have against UOSU, do the following:
 - (a) withhold monies collected by the University on behalf of UOSU pursuant to the Definitive Agreement from UOSU for any instalment due to UOSU under the Definitive Agreement or under any other agreement between the University and UOSU and apply such monies to the amounts due to the University under this Agreement;
 - (b) upon written notice to UOSU, cancel this Agreement and declare the outstanding Loan Principal and accrued interest to be immediately due and repayable, and the same shall be immediately due and payable to the University as of the date of such notice.

UOSU REPRESENTATIONS AND WARRANTIES

8. UOSU represents, warrants, covenants and agrees as follows:
 - (a) it will comply with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws, applicable University policies and procedures related to any aspect of their activities;
 - (b) it will ensure that the use of the Loan Principal is only for the Start-Up Costs and will put internal administrative controls in place to reasonably ensure that the Loan

Principle is used for no other purpose;

- (c) it will keep and maintain all financial records and such other records relating to the spending of the Loan Principal in a manner consistent with generally accepted accounting principles and will provide such records and any other information to the University in relation to the expenditure of the Loan Principal upon the University's request;
- (d) it has full power and authority to enter into this Agreement and has taken all necessary actions to authorize the execution of this Agreement.

EFFECTIVE DATE

9. This Agreement is effective as of the last date of signing by both Parties and is subject to the terms of the Definitive Agreement. If the Parties fail to enter into a Definitive Agreement, Section 7 of this Agreement shall apply.

RECORDS

10. The outstanding amount of the Loan Principal plus interest owed by UOSU to the University or credited against the amounts collected by the University pursuant to the Definitive Agreement from time-to-time will be determined by the records of the University. The University's records shall constitute sufficient proof of the validity of the amount owing and the validity of the amount credited.

NOTICES

11. Notices or other written communications under this Agreement shall be in writing and delivered as provided below:

(a) For the University: Office of the Associate Vice-President, Student Services, 85 University (318A) Ottawa ON K1N 6N, Attention: Associate Vice-President, Student Life, michel.guilbeault@uOttawa.ca

(b) For UOSU: Tiwana Maharaj, University of Ottawa Students' Union ,550 Cumberland Street, Ottawa, ON K1N 6N8, Attention: Tiwana Maharaj, University of Ottawa Students' Union, uosu.seuo@gmail.com.

All notices or communications required under this Agreement shall be in writing and may be delivered personally, sent by email or by certified mail, to the address for the recipient set forth above, or at such other address as the recipient may hereafter designate by notice in the manner provided in this section. Notice shall be effective, if personally delivered, upon delivery; if sent by email, upon sending; and if sent by certified mail, on the fifth business day after sending.

NO ASSIGNMENT, SUCCESSORS

12. UOSU may not assign, directly or indirectly, any right or obligation arising from this Agreement. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective, heirs, executors, administrators, successors and permitted assigns.

GOVERNING LAW

13. This Agreement will be interpreted in accordance with the laws of Ontario and the applicable laws of Canada and the Parties agree to the exclusive jurisdiction of the courts located in the City of Ottawa, Ontario.

NO WAIVER

14. No failure to enforce any provision of this Agreement shall be construed as a waiver of such provision or a waiver of the right to enforce each and every provision of this Agreement. Waiver of any breach shall not be deemed to be a waiver of any future breach, even if similar in nature. The rights and remedies of the University under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

ENTIRE AGREEMENT


15. This Agreement and Schedule "A" attached to it constitutes the entire agreement between the University and UOSU in respect of the terms of the Loan Principal.

AMENDMENTS

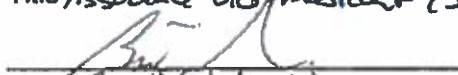
16. Amendments or changes to this Agreement shall be valid only if made in writing and signed by an authorized signatory of each of the Parties. UOSU and the University agrees to execute, acknowledge and deliver such further instruments, and do all further similar acts, as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

The Parties have signed this Agreement by their authorized representative(s) on the date indicated below.

UNIVERSITY OF OTTAWA



Name Michel Guillet-Beaud
Title Associate Vice President (Student Life)

15/2/2019
Date

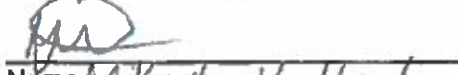

Name Patrick Szymon, M
Title Manager, Financial Analysis

15/3/2019
Date

UNIVERSITY OF OTTAWA STUDENTS' UNION


Name TIWANA MAHARRAS
Title DIRECTOR

15/3/19
Date


Name McKayla Vathata
Title Director

15/3/19

SCHEDULE "A", attached to the Loan Agreement dated March 6 2019 between the University of Ottawa and the University of Ottawa Students' Union

Request	Description	Cost
Incorporation	Incorporation costs.	\$227.60
Simply Voting	Online third-party platform to run elections/referendum.	\$5,334
In-Person Voting Kiosks	For all 3 days of voting, we will have 3 in person kiosks (UCU, SITE, RGN) for accessibility reasons. There will be 2 staff per kiosk and voting will run from 9am-5pm.	8 staff x 8 hours x 3 shifts x \$15/hour = \$2,160
Commissioner Candidates' Reimbursement	Each Commissioner candidate is eligible to use up to \$300 on campaign expenses. These expenses are reimbursed. Cost is measured at two (2) candidates each for all five (5) positions.	5 positions x 2 candidates each x \$300 = \$3,000
Board of Directors Candidates' Reimbursement	Each Board of Directors candidate is eligible to use up to \$150 on campaign expenses. These expenses are reimbursed. Cost is measured at two (2) candidates each for all twenty-two (22) Board positions.	22 positions x 2 candidates each x \$150 = \$6,600
Candidate Bilingual Testing	Listening, reading, and speaking tests are \$185 each. Writing tests are \$60 each. All 5 Commissioner positions must do listening, reading, and speaking tests. Only 2 Commissioner positions are required to do writing tests.	LRS: 5 positions x 2 candidates each x \$185 = \$1,850 & Writing: 2 positions x 2 candidates each x \$60 = \$240
Legal Retainer Fund	McCague Borlack LLP retainer contract, equal to about 40 hours of service	\$5,000
Legal Fees	Articling student rate is \$120/hour. Senior lawyer rate is \$520/hour. We will be doing most of our work with the student and the senior lawyer will be supervising and giving us legal advice.	Student: 20 hours x \$120 = \$2,400 & Senior: 10 hours x \$520 = \$5,200

Website Fees	Website set up fee and domain registration. Monthly website fees. Email addresses and mailboxes.	Website set up: \$34.00 & Monthly fees for one year: \$21.92 x 12 months = \$263.04 & Email address: 3 email address for one year = \$111.33
Translation Fees	Translator to translate our Constitution and Elections Code at 20 cents/word, includes revision and proofreading	~19k words x 20 cents/word = \$3,800
Honourarium	Transitional Directors have put in months of unpaid work, and will continue to do so until the next Directors' mandate begins. To be paid at the end of the transitional Directors' mandate	4 Directors x \$500 = \$2000
Misc. Office Fees/Supplies	Stamps, printing, elections promotions, etc.	\$1,500
TOTAL		\$39,719.97
<i>(Unexpected legal fees, number of candidates, etc.) Overhead @ 7%</i>		\$2,780.40
TOTAL REQUESTED		\$42,500.37

SCHEDULE "B" - UOSU FEES

1. SUMMARY

The University of Ottawa Students' Union (UOSU) has been recognized as the official student government for full-time and part-time undergraduate students, replacing the Student Federation of the University of Ottawa (SFUO).

The SFUO collected termly fees totalling \$104.64 per full-time member, plus a yearly U-Pass fee of \$415.04 and a yearly health insurance fee of \$234.70. Of the fees collected by the SFUO, 27% were non-essential (optional), subject to conditions.

The UOSU proposes to collect termly fees totalling \$105.88 per full-time member, plus a yearly Health Insurance Fee of \$245.00. Of the fees collected by the UOSU, 71% would be non-essential (optional), subject to conditions. Part-time members would pay termly fees totalling \$53.71, plus a yearly Health Insurance Fee of \$245.00.

The classification of fees as either essential (mandatory) or non-essential (optional) is presented for information and is subject to change following the release of final classification guidelines by the Ministry of Training, Colleges, and Universities.

The UOSU proposes to collect the following fees:

2. ESSENTIAL (MANDATORY) FEES

2.1 Essential Services Fees

The UOSU proposes to collect the following Essential Services Fees:

1. A termly **Core Operations Fee** of \$12.00 per full-time member and \$6.00 per part-time member, which would be used to meet basic operational costs, including the cost of administering essential services.
2. A termly **Health, Wellness, and Safety Fee** of \$17.48 per full-time member and \$8.74 per part-time member, which would be used to provide counselling and peer support services, as well as other services that contribute to student health and wellness, including a walksafe program.
3. A termly **Academic Support Fee** of \$16.21 per full-time member and \$8.11 per part-time member, which would be used to provide academic support services, including peer tutoring and representation in cases of academic misconduct.
4. A termly **Financial Aid Fee** of \$6.49 per member, which would be used to provide financial aid to individual students, and to maintain the Student Refugee Program.
5. A termly **Athletics and Recreation Fee** of \$4.50 per full-time member and \$2.25 per part-time member, which would be used to provide programming and equipment related to cycling, and to support student-initiated athletic programming.

The Essential Services Fees would be essential (mandatory). The UOSU would be authorized to increase the Essential Services Fees yearly at the rate of inflation.

2.2 Central Services Fee

In order to provide services jointly with the University of Ottawa, the SFUO collected termly central services fees totalling \$4.33 per full-time member and \$2.17 per part-time member. The UOSU proposes to collect a termly **Central Services Fee** of \$10.39 per full-time member and \$5.20 per part-time member. The Central Services Fee would be used to support the Career Development Centre, Student Academic Success Service, and the Office of the Ombudsman.

The Central Services Fee would be essential (mandatory). The UOSU would be authorized to increase the Central Services Fee yearly at the rate of inflation.

3. NON-ESSENTIAL (OPTIONAL) FEES

3.1 Student Life Fee

The UOSU proposes to collect a termly **Student Life Fee** of \$23.00 per full-time member and \$11.50 per part-time member, which would be used to provide orientation programming and to support student clubs and faculty associations.

The Student Life Fee would be non-essential (optional). The UOSU would be authorized to increase the Student Life Fee yearly at the rate of inflation

3.2 Campus Organizations

The SFUO collected the following termly fees on behalf of other campus organizations:

1. CHUO 89.1 FM Community Radio (\$4.99/full-time; \$2.61/part-time)
2. *La Rotonde* (\$3.40/full-time; \$1.83/part-time)
3. Ontario Public Interest Research Group (\$4.02)
4. *The Fulcrum* (\$3.40/full-time; \$1.83/part-time)

The UOSU proposes to collect the same termly Campus Organization Fees. The UOSU would be authorized to increase the Campus Organization Fees yearly at the rate of inflation.

The Campus Organization Fees would be individually non-essential (optional).

4. HEALTH INSURANCE FEE

The SFUO collected a yearly health insurance fee of \$234.70 per full-time member. The UOSU proposes to collect a yearly **Health Insurance Fee** of \$245.00 per member, which would be used to provide a comprehensive health, dental, and travel insurance plan.

The Health Insurance Fee would be non-essential (optional) for members with equivalent coverage.

The SFUO was authorized to increase the health insurance fee by 8.0% per year. The UOSU would also be authorized to increase the Health Insurance Fee by up to 8.0% per year, in order to increase and maintain quality of coverage.

5. QUESTION

Are you in favour of the collection of the termly fees and rates of increase described above, totalling \$105.88 per full-time member and \$58.58 per part-time member (effective the Spring-Summer 2019 term), plus a yearly Health Insurance Fee of \$245.00 (effective the Fall 2019 term)?

Yes No

SCHEDULE "C" - ANCILLARY FEE PROTOCOL

The Parties to this Ancillary Fee Protocol are the University of Ottawa (the "University") and the University of Ottawa Student's Union (the "UOSU")

The University and the UOSU agree to the following protocol:

1. This protocol sets out the means by which undergraduate students registered at the University (the "Students") will be involved in decisions to introduce a new or modify an existing compulsory ancillary fee.
2. The expression compulsory ancillary fee means a non-tuition related fee which is levied, in addition to regular tuition fees, which a Student is required to pay in order to enroll in or successfully complete, any credit course to cover the costs of items which are not normally paid for out of the University's operating or capital revenue, are related to student activities, services and associations or shall be as otherwise defined by the Ontario government. Compulsory ancillary fees are subject to the Ontario government's tuition fee framework and ancillary fee guidelines, as may be amended from time to time.
3. As of the date of the signing of this protocol, the existing compulsory ancillary fees for Fall 2018 term, Winter 2019 term and Spring/Summer 2019 term that apply to Students at the University are as set out in Annex A of this protocol.
4. Ancillary fees may be automatically adjusted each year in an amount up to an amount representing the preceding calendar year's average cost of living change for Ontario, as determined by Statistics Canada.
5. When a change to a compulsory ancillary fee (other than a change referred to in (4) above) is sought by the University, the change shall be subject to consultation with the undergraduate students registered at the University via a student referendum (at the University's expense) and shall be subject to approval of the Board of Governors of the University or its Executive Committee or other applicable University governing body.
6. When a change to a compulsory ancillary fee, other than a change referred to in (1) above is sought by UOSU or a student association, student club or student government recognized by UOSU, the change shall be subject to consultation with the undergraduate students registered at the University via a student referendum held by UOSU (at the UOSU's expense) and shall be subject to approval of the Board of Governors of the University or its Executive Committee.
7. Exemptions from this protocol are as established by the Ontario government. As of the date of this protocol, the ancillary fees that are exempt from inclusion in this protocol as per the Ontario government tuition fee framework and ancillary fee guidelines of 2019-2020 and 2020-2021 may be summarized as follows:
 - a) existing fees established through referenda where the sponsor of the referenda was the University or a combination of the University and the UOSU (a compulsory ancillary fee resulting from referenda sponsored only by the University cannot be implemented unless provided for in this protocol);
 - b) fees established by UOSU, including those resulting from referenda sponsored or co-sponsored by UOSU;

- c) fees for transcripts and for convocation ceremonies;
 - d) system-wide fees, where, through formal agreement, students at all Ontario universities pay a comparable fee for a comparable service;
 - e) field trip fees, where such fees cover the reasonable, direct costs of travel and accommodation for students on compulsory field trips;
 - f) fees for learning materials and clothing retained by the student or materials used in the production of items that become the property of students;
 - g) fees for digital learning materials that are the property of the student and which can include test/assessment tools;
 - h) vendor fees, where such fees are for the material or services where the University acts as a broker with a vendor for the student. These fees must be used for specific materials or services and the University is expected to itemize these fees for students;
 - i) work placement fees where such fees cover the costs of placing students in jobs for work terms.
8. Unless exempted from this protocol as per (7) above or as per the Ontario government tuition fee framework and ancillary fee guidelines, no new compulsory ancillary fee shall be levied by the University unless it has first been approved by a student referendum and approved by the Board of Governors of the University or its Executive Committee. The cost of the referendum shall be borne by the party seeking to levy the new compulsory ancillary fee.
9. The terms and conditions of each referendum shall be agreed upon by the Parties at the appropriate time. A student referendum result must carry a majority of the votes cast by the Students.
10. The effective date of this protocol is April 8, 2019. The terms of this protocol may be reviewed by the Parties upon request by one of the Parties.

(next page is the signature page and Annex 1 to the Ancillary Fee Protocol)

The Parties have signed this protocol by their authorized representative(s) on the date indicated below.


UNIVERSITY OF OTTAWA


 Name D. GRAHAM Date 2019-04-08
 Title PROVOST & VP ACADEMIC AFFAIRS


 Name Annick Bergeron Date 2019-04-08
 Title Secretary General

UNIVERSITY OF OTTAWA STUDENTS' UNION


 Name Mik Vattiata Date 8/4/19
 Title Director


 Name TINANA MAHABAS Date APRIL 8 /19
 Title DIRECTOR

ANNEX 1 TO ANCILLARY FEE PROTOCOL

FALL 2018 – FULL TIME

	Student Federation (SFUO)	Universal Transit Pass (U-Pass)	Student Services	Career Centre	Collective health insurance plan	Faculty associations	TOTAL
Arts	\$104.64	\$415.04	\$154.81	\$0.00	\$234.70	\$12.20	\$921.39
Common Law	\$104.64	\$415.04	\$154.81	\$0.00	\$234.70	\$21.56	\$930.75
Civil Law	\$104.64	\$415.04	\$154.81	\$0.00	\$234.70	\$10.17	\$919.36
Telfer School of Management	\$104.64	\$415.04	\$154.81	\$109.74	\$234.70	\$17.50	\$1,036.43
Engineering	\$104.64	\$415.04	\$154.81	\$0.00	\$234.70	\$25.00	\$934.19
Medicine	\$104.64	\$415.04	\$154.81	\$0.00	\$234.70	\$0.00	\$909.19

	Student Federation (SFUO)	Universal Transit Pass (U-Pass)	Student Services	Career Centre	Collective health insurance plan	Faculty associations	TOTAL
Science	\$104.64	\$415.04	\$154.81	\$0.00	\$234.70	\$9.44	\$918.63
Health Sciences	\$104.64	\$415.04	\$154.81	\$0.00	\$234.70	\$5.00	\$914.19
Social Sciences	\$104.64	\$415.04	\$154.81	\$0.00	\$234.70	\$1.33	\$910.52
Other Programs	\$104.64	\$415.04	\$154.81	\$0.00	\$234.70	\$0.00	\$909.19

FALL 2018 – PART TIME

	Student Federation (SFUO)	Student Services	Career Centre	Faculty associations	TOTAL
Arts	\$55.58	\$77.37	\$0.00	\$7.22	\$140.17
Common Law	\$55.58	\$77.37	\$0.00	\$10.77	\$143.72
Civil Law	\$55.58	\$77.37	\$0.00	\$0.00	\$132.95
Telfer School of Management	\$55.58	\$77.37	\$54.87	\$0.00	\$187.82
Engineering	\$55.58	\$77.37	\$0.00	\$0.00	\$132.95
Medicine	\$55.58	\$77.37	\$0.00	\$0.00	\$132.95
Science	\$55.58	\$77.37	\$0.00	\$4.71	\$137.66
Health Sciences	\$55.58	\$77.37	\$0.00	\$3.00	\$135.95
Social Sciences	\$55.58	\$77.37	\$0.00	\$0.80	\$133.75
Other Programs	\$55.58	\$77.37	\$0.00	\$0.00	\$132.95

WINTER 2019 – FULL TIME

	Student Federation (SFUO)	Universal Transit Pass (U-Pass)	Student Services	Career Centre	Collective health insurance plan	Faculty associations	TOTAL
Arts	\$103.87	\$0.00	\$154.81	\$0.00	\$0.00	\$12.20	\$270.88
Common Law	\$103.87	\$0.00	\$154.81	\$0.00	\$0.00	\$21.56	\$280.24
Civil Law	\$103.87	\$0.00	\$154.81	\$0.00	\$0.00	\$10.17	\$268.85
Telfer School of Management	\$103.87	\$0.00	\$154.81	\$109.74	\$0.00	\$17.50	\$385.92
Engineering	\$103.87	\$0.00	\$154.81	\$0.00	\$0.00	\$25.00	\$283.68
Medicine	\$103.87	\$0.00	\$154.81	\$0.00	\$0.00	\$0.00	\$258.68
Science	\$103.87	\$0.00	\$154.81	\$0.00	\$0.00	\$9.44	\$268.12
Health Sciences	\$103.87	\$0.00	\$154.81	\$0.00	\$0.00	\$5.00	\$263.68
Social Sciences	\$103.87	\$0.00	\$154.81	\$0.00	\$0.00	\$1.33	\$260.01
Other Programs	\$103.87	\$0.00	\$154.81	\$0.00	\$0.00	\$0.00	\$258.68

WINTER 2019 PART TIME

	Student Federation (SFUO)	Student Services	Career Centre	Faculty associations	TOTAL
Arts	\$54.41	\$77.37	\$0.00	\$7.22	\$139.00
Common Law	\$54.41	\$77.37	\$0.00	\$10.77	\$142.55
Civil Law	\$54.41	\$77.37	\$0.00	\$0.00	\$131.78
Telfer School of Management	\$54.41	\$77.37	\$54.87	\$0.00	\$186.65

	Student Federation (SFUO)	Student Services	Career Centre	Faculty associations	TOTAL
Engineering	\$54.41	\$77.37	\$0.00	\$0.00	\$131.78
Medicine	\$54.41	\$77.37	\$0.00	\$0.00	\$131.78
Science	\$54.41	\$77.37	\$0.00	\$4.71	\$136.49
Health Sciences	\$54.41	\$77.37	\$0.00	\$3.00	\$134.78
Social Sciences	\$54.41	\$77.37	\$0.00	\$0.80	\$132.58
Other Programs	\$54.41	\$77.37	\$0.00	\$0.00	\$131.78

SPRING/SUMMER 2019 - FULL TIME

	Universal Transit Pass (U-Pass)	Student Services	Career Centre	Collective health insurance plan	Faculty associations
Arts	\$207.52	\$154.81	\$0.00	\$0.00	\$12.20
Common Law	\$207.52	\$154.81	\$0.00	\$0.00	\$21.56
Civil Law	\$207.52	\$154.81	\$0.00	\$0.00	\$10.17
Telfer School of Management	\$207.52	\$154.81	\$109.74	\$0.00	\$17.50
Engineering	\$207.52	\$154.81	\$0.00	\$0.00	\$25.00
Medicine	\$207.52	\$154.81	\$0.00	\$0.00	\$0.00
Science	\$207.52	\$154.81	\$0.00	\$0.00	\$9.44
Health Sciences	\$207.52	\$154.81	\$0.00	\$0.00	\$0.00

	Universal Transit Pass (U-Pass)	Student Services	Career Centre	Collective health insurance plan	Faculty associations
Social Sciences	\$207.52	\$154.81	\$0.00	\$0.00	\$0.00
Other Programs	\$207.52	\$154.81	\$0.00	\$0.00	\$0.00

SPRING/SUMMER 2019 -PART TIME

	Student Services	Career Centre	Faculty associations
Arts	\$77.37	\$0.00	\$7.22
Common Law	\$77.37	\$0.00	\$10.77
Civil Law	\$77.37	\$0.00	\$0.00
Telfer School of Management	\$77.37	\$54.87	\$0.00
Engineering	\$77.37	\$0.00	\$0.00
Medicine	\$77.37	\$0.00	\$0.00
Science	\$77.37	\$0.00	\$4.71
Health Sciences	\$77.37	\$0.00	\$0.00
Social Sciences	\$77.37	\$0.00	\$0.00
Other Programs	\$77.37	\$0.00	\$0.00

STUDENT SERVICES - FALL 2018

	Full time	Part time
Health Services	\$25.11	\$12.54
Sports Services	\$114.65	\$57.31
University Centre	\$15.05	\$7.52

STUDENT SERVICES WINTER 2019

	Full time	Part time
Health Services	\$25.11	\$12.54
Sports Services	\$114.65	\$57.31
University Centre	\$15.05	\$7.52

STUDENT SERVICES SPRING/SUMMER 2019

	Full time	Part time
Health Services	\$25.11	\$12.54
Sports Services	\$114.65	\$57.31
University Centre	\$15.05	\$7.52

FACULTY ASSOCIATIONS - FALL 2018

	Full time	Part time
Students' Association of the Faculty of Arts (except Communication)	\$12.20	\$7.22
Association des étudiantes et étudiants en droit civil de l'Outaouais	\$10.17	\$0.00
Telfer Student Council	\$17.50	\$0.00
Engineering Students' Society (except Computer Science)	\$25.00	\$0.00

	Full time	Part time
Science Students' Association	\$9.44	\$4.71
Undergraduate Nursing Student Association	\$5.00	\$3.00
International Political and Policy Studies Student Association	\$0.78	\$0.35
Indigenous and Canadian Studies Students' Association	\$8.50	\$4.25
Conflict Studies and Human Rights Association	\$1.33	\$0.80
Ottawa Law Review	\$21.56	\$10.77

FACULTY ASSOCIATIONS WINTER 2019

	Full time	Part time
Students' Association of the Faculty of Arts (except Communication)	\$12.20	\$7.22
Association des étudiantes et étudiants en droit civil de l'Outaouais	\$10.17	\$0.00
Telfer Student Council	\$17.50	\$0.00
Engineering Students' Society (except Computer Science)	\$25.00	\$0.00
Science Students' Association	\$9.44	\$4.71
Undergraduate Nursing Student Association	\$5.00	\$3.00
International Political and Policy Studies Student Association	\$0.78	\$0.35
Indigenous and Canadian Studies Students' Association	\$8.50	\$4.25
Conflict Studies and Human Rights Association	\$1.33	\$0.80
Ottawa Law Review	\$21.56	\$10.77

FACULTY ASSOCIATIONS SPRING/SUMMER 2019

	Full time	Part time
Students' Association of the Faculty of Arts (except Communication)	\$12.20	\$7.22
Association des étudiantes et étudiants en droit civil de l'Outaouais	\$10.17	\$0.00
Telfer Student Council	\$17.50	\$0.00
Engineering Students' Society (except Computer Science)	\$25.00	\$0.00
Science Students' Association	\$9.44	\$4.71
Undergraduate Nursing Student Association	\$0.00	\$0.00
International Political and Policy Studies Student Association	\$0.00	\$0.00
Indigenous and Canadian Studies Students' Association	\$8.50	\$4.25
Conflict Studies and Human Rights Association	\$0.00	\$0.00

COLLECTIVE HEALTH INSURANCE PLAN

Full-time students enrolled in at least one course on the downtown campus or the Algonquin – Woodroffe campus must pay the following insurance premiums:

FALL 2018

	Full time	Part time
Health insurance (individual)	\$116.80	\$0.00
Dental insurance (individual)	\$117.90	\$0.00
TOTAL	\$234.70	\$0.00

UNIVERSITY HEALTH INSURANCE PLAN (UHIP) FOR INTERNATIONAL STUDENTS

In addition to the collective insurance premiums above, full time international students who study at an Ontario university must pay premiums for UHIP, a health insurance plan that covers most medical treatments and health services. Whereas collective insurance covers the cost of dental check-ups and many prescription drugs, UHIP covers doctor's visits and most hospital costs.

The 12-month coverage period runs from September 1 to August 31. Rates vary from year to year. Below are all the 2018–2019 coverage periods and amounts for a single person based on when you start your program:

- **September 2018:** 12 months — \$624
- **January 2019:** 8 months — \$416
- **Spring/Summer 2019:** 4 months — \$208

Note that rates are higher for family or couples coverage.

UOSU FEES FOR SPRING/SUMMER TERM 2019

UOSU Fees for the Spring/Summer Term 2019 are as set out in Schedule "B" to the Main Agreement between the University of Ottawa and UOSU dated April 8, 2019.

