

University of Waterloo



Waterloo, Ontario, Canada

Office of the President

March 18, 1968.

President,
Federation of Students,
University of Waterloo,
Waterloo, Ontario.

Dear Sir:

In signing the attached agreement between the University of Waterloo and the Federation of Students, University of Waterloo, I have done so on the following understandings with respect to certain matters not explicitly covered in the attached agreement:

- (1) Telephone - *See July 4/1975 Memo from A. B. Gellott*

The University intends to provide telephone services into the official office or offices of the Federation on the University's campus in a way and to the extent that the University would provide such telephone service to any regular department or office of the University. I have delegated my authority to the Treasurer of the University to determine to what extent these services shall be supplied at the expense of the University at any given time. In any event, it is understood that these services shall not include long-distance charges made applicable to the instruments located in the Federation's area.

- (2) Personnel and Payroll

It is my understanding that this matter insofar as it is covered in the agreement, shall cover all those persons employed on a continuing or regular basis, whose employment is required or initiated by the Federation. Furthermore, it is my understanding that this agreement could be interpreted by mutual agreement so as not to apply to or cover persons employed by the Federation in premises removed from the University's buildings or properties or campus.

(3) Fees

It is my understanding that the present Federation officers wish to have it understood that the University will not, at any time, reduce the fees with respect to any one part of the programme of student activities administered by the Federation of Students. On the other hand, such an interpretation can in no way prohibit, nor should it inhibit, discussion between the University or its officers and the Federation or its officers with respect to any part of the programme from time to time.

(4) Membership

It is agreed that the Federation will amend its present By-Law No. 27 so as to delete the phrase, "for reasons of conscience", from the sentence permitting the students to withdraw from membership in the Federation. It is understood that this membership By-Law will not be amended at any time in the future so as to make voluntary withdrawal by any student more difficult than merely serving notice of his withdrawal to the Federation.

It is agreed that the Federation will inform the Office of the Provost, in writing, of the name or names of students who exercise their privilege to withdraw from membership in the Federation as soon as possible after receiving notice of withdrawal by the student but in any case not later than five (5) days following receipt of notice by the student in the Office of the Federation.

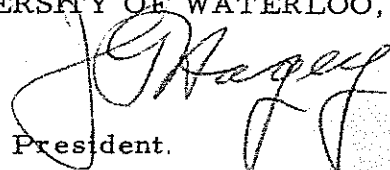
(5) University's Policies and Procedures

Without affecting those matter explicitly dealt with in the attached agreement it should be understood that all other undertakings and commitments between the University and the Federation with respect to use of the University's facilities or services shall be given or accepted with the knowledge that the University's current practices, policies or procedures will apply in all circumstances.

The above remarks have been put in writing for the benefit and guidance of those who have to interpret the document in the future and so that there can be no misunderstanding amongst us at this time. Naturally, we cannot anticipate all circumstances which may require our agreement or our accord in the future. Then as now, I would anticipate that we will approach our problems with an attitude of goodwill and a sense of common cause.

Yours truly,

THE UNIVERSITY OF WATERLOO,


President.

JGHagey:jt
Attach.

THIS AGREEMENT made the 19 day of *March* 1968.

BETWEEN:

THE UNIVERSITY OF WATERLOO a body corporate pursuant to the laws of the Province of Ontario, herein called the University,

- and -

FEDERATION OF STUDENTS, UNIVERSITY OF WATERLOO, a corporation under the laws of the Province of Ontario, having its Head Office in the City of Waterloo, in the County of Waterloo, herein called the Federation.

WHEREAS the Federation is empowered by the objects contained in its letters patent to promote and maintain communication between the student body and the duly elected and appointed authorities of the University and is further empowered to enter into agreements with the University with respect to the carrying out of any or all of its objects.

AND WHEREAS the University and the Federation are mutually desirous of facilitating such communication and of establishing agreements with respect to the matters hereinafter dealt with.

AND WHEREAS the University and the Federation are mutually desirous of maintaining and safeguarding the good reputation, dignity and best interests of the University and its students.

NOW THEREFORE, in consideration of the recitals and other good and valuable consideration (the receipt whereof each party hereby acknowledges), it is agreed between the parties hereto as follows:

1. FACILITIES

The University agrees, during the currency of this agreement, to make reasonable efforts to provide adequate on-campus office space to the Federation for the purpose of carrying out all or any of its objects. In conjunction with the office space provided from time to time by the University pursuant to the terms of this agreement, the University agrees to make all reasonable efforts to provide and made available by way of loan to the Federation for its said offices such usual office furniture and equipment as may be available from time to time for that purpose including desks, chairs, filing cabinets, cupboards and shelving but excluding such equipment as typewriters, dictating machines and other specialized office equipment which shall be the sole responsibility of the Federation to provide. The University agrees to be responsible for fire insurance coverage on all office furniture and equipment supplied by it to the Federation pursuant to the terms of this agreement. The University further agrees with respect to the said office space to provide, to the best of its ability, the usual fire protection and security guard and janitorial services. The University further agrees to guarantee access to the Federation premises at all reasonable hours to authorized Federation personnel.

2. FEES

The Board of Governors agrees to give full and reasonable

consideration to a University fee schedule as shall be agreed upon by both parties which is adequate to meet the needs of the Federation and a programme of student activities and the University shall endeavour to collect such fees as are agreed to and determined by the Board of Governors and the fees so collected shall be remitted to the Federation in the following manner:

The University shall endeavour to collect the said fees at the time of registration of students and, insofar as is reasonably possible, to remit 60% of the said fees so collected within five (5) days after the receipt thereof and to remit the balance of the said fees within forty (40) days from the receipt thereof.

The University agrees that the Board of Governors shall not remove or reduce the fee schedule or any item or part thereof collected on behalf of the Federation or the programme of student activities unless it gives to the Federation notice in writing of the intention so to do not later than the 30th day of April in the year for which the given fee schedule will be effective.

3. SERVICES

The following services of the University shall normally be available for the use of the Federation, normal rates applying in all cases: Printshop, Moving, Special Security (when requested), Bookstore, Food Services, Mail, Visual Aids and Bookings, and any other similar services as they may be created from time to time.

The Federation agrees to conform to and follow such directives, standards, policies and procedures as may be directed to the Federation in writing from time to time by the Department of Physical Plant and Planning with respect to the Federation's on-campus facilities and the operation thereof. In particular, but not so as to limit the generality of the foregoing, the Federation agrees to observe such directives, standards, policies and procedures as the Department of Physical Plant and Planning may direct with respect to such matters as renovations, installation of equipment, bulletin boards, and identification and directional signs.

4. PERSONNEL AND PAYROLL

The University will employ all salaries staff as may be required by the Federation on a regular basis as University employees and these employees will be subject to all policies, procedures, working conditions and benefits which apply to any other University employee. The Federation will re-imburse the University for all salaries paid to all such salaried staff in accordance with the procedure set forth in paragraph 5. The relationship between the Federation and the Personnel Department will be the same as that between the Personnel Department and any other department of the University.

5. INVOICES AND PAYMENT

Invoices for services rendered by the University to the Federation, or notices of other reimbursement required by the University for payments made on behalf of the Federation with respect to salary or other items together with all other necessary vouchers or documentation shall be submitted by the University's Business

Office and addressed to the Business Manager of the Federation and payment shall be made to the University by the Federation on dates and in the manner as shall be agreed upon by the University and the Federation from time to time.

6. INSURANCE

From time to time, but not less frequently than once per annum, the Federation's Business Manager shall review with the Treasurer of the University the nature and extent of the Federation's operations and involvement in events and circumstances in or on the University's premises for the purposes of determining any and all insurance protections which the Federation should carry to protect the University or as a complement to the University's coverage in the same manner and to the same extent as the University normally attempts to protect itself. The Federation agrees to give full and reasonable consideration to recommendations made from such considerations and further to provide the Treasurer of the University with copies of all its insurance policies.

7. ALCOHOLIC BEVERAGES

The Federation agrees to follow the University Policy and Procedures governing the serving of alcoholic beverages on campus.

8. BUSINESS FORMS AND SIGNING OFFICERS

The Federation agrees:

- (a) That its business forms, purchase orders, cheques, stationery,

etc. be printed in such manner that there be no confusion in the mind of the public as to origin, and

- (b) To submit to the Treasurer of the University, drafts of all business forms, etc., and to obtain his comments before final printing and use, and
- (c) That purchase orders, cheques and contracts be signed at all times by authorized signing officers, and
- (d) That names of authorized signing officers will be given to the Treasurer of the University each year or each time there is a change of personnel.

9. AUDITED STATEMENT

The Federation agrees to forward to the Treasurer of the University its annual audited statement or statements.

10. TERMINATION

Either party to this agreement may terminate it upon six months' notice to the other party, such notice to be given under the seal of the respective corporations, by prepaid registered mail addressed to the President.

SIGNED, SEALED AND DELIVERED)

in the presence of)

Mary H. Busbridge)

Guy Sts
Guy Sts)

THE UNIVERSITY OF WATERLOO)

Per: *J. H. Haggerty*
President)

Per: *R. G. G. G.*
Treasurer)

FEDERATION OF STUDENTS,
UNIVERSITY OF WATERLOO)

Per: *Brian H.*
President)

Per: *J. E. G.*
Treasurer)