

MEMORANDUM OF AGREEMENT

BETWEEN

McGILL UNIVERSITY

AND

**ENGINEERING UNDERGRADUATE SOCIETY OF MCGILL
UNIVERSITY INC. / ASSOCIATION DES ÉTUDIANTS ET
ÉTUDIANTES EN GÉNIE DE L'UNIVERSITÉ MCGILL INC.**

TABLE OF CONTENTS

1. Collection of Association Fees
2. Accounting Services
3. Loans and Grants
4. Insurance
5. Maintenance and Auditing of Accounts
6. Use of McGill Name and Emblem
7. Contracts and Legal Proceedings
8. Right to Set Off
9. Liquor Permits
10. Representations of the Association
11. Event of Default
12. Remedies
13. Student Publications
14. Business Activities
15. Location
16. Telephone, Mail and E-mail
17. Staff Status
18. Term and Review
19. Notice
20. Entire Agreement
21. Language

Appendices: A through F

MEMORANDUM OF AGREEMENT made and entered into at the City and District of Montréal, Province of Québec

BETWEEN **McGILL UNIVERSITY**, a university duly constituted by charter, having its principal office at 845 Sherbrooke Street West, in the City and District of Montréal, Province of Québec,

(hereinafter referred to as the "University")

AND **THE ENGINEERING UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY INC. / L'ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES EN GÉNIE DE L'UNIVERSITÉ MCGILL INC.)** having its principal office at 3480 University Street in the City and District of Montréal, Province of Québec,

(hereinafter referred to as "the Association")

WHEREAS the University is committed to protecting the rights of the undergraduate student body as represented by the Association;

WHEREAS the University recognizes student groups as integral members of the University community;

WHEREAS the University and the Association are committed to preserving their positive relationship and in preserving the particular nature of the student associations, and in consequence, the present agreement is to be interpreted and acted on the basis of good faith;

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

WHEREAS on December 18, 2002, the Association was accredited under the *Loi sur l'accréditation et le financement des associations d'élèves ou d'étudiants (L.R.Q. chapitre A-3.01)* as l'Association des d'étudiants et étudiantes en génie de l'Université McGill de premier cycle (**Engineering Undergraduate Society of McGill University**);

WHEREAS the Association was incorporated on April 6, 1990 by Letters Patent issued pursuant to **Part III of the Companies Act (Quebec) (L.R.Q., chapitre C-38) [NEQ 1144071959]**; and

WHEREAS the University and the Association entered into a memorandum of agreement for a term beginning on June 1, 2013 and ending on May 31, 2018, and now wish to enter into a new agreement in replacement of the previous agreement;

NOW THEREFORE, THE PRESENT AGREEMENT WITNESSES:

1. COLLECTION OF ASSOCIATION FEES

- 1.1. The University shall collect in each of the fall and winter sessions during the term of the present Agreement all fees from engineering students duly registered at the University, such fees (the "Association Fees") to be used by the Association for its operating expenses and the support of the Association. The current Association Fee Schedule appears as **Appendix A** hereto. The Association represents all undergraduate engineering students from the Faculty of Engineering, including undergraduate students from the School of Architecture.
- 1.2. The Association Fees shall be included in the total student fee assessed by the University in respect of students and all University regulations pertaining to the assessment and collection of fees shall apply thereto.
- 1.3. The Association Fees shall be distributed yearly as follows:
 - The **first distribution** of the Association Fees shall be paid to the Association on **September 15** and shall reflect fee assessments from June 1 to August 31st.
 - The **second distribution** of the Association Fees shall be paid on **November 15th** and shall reflect the balance of the Fall Term assessments as at October 31st. There shall be no holdback of fees for either of these remittances.
 - The **third distribution** of the Association Fees shall be paid on **February 15th** and shall reflect the Winter Term fee assessments as at January 31st. An amount equal to 10% of the amount to be paid as the third distribution shall be held back by the University to account for changes in student registration occurring from February 1st to May 31st.
 - The **final distribution** of Association Fees shall be paid on **June 15** and shall reflect the assessment as at May 31st, less the 1% fee for bad debt charges (in accordance with section 1.4), the Annual Administrative Fee (in accordance with section 1.4) and any other amounts owed to the University as at May 31st.
- 1.4. No charges shall be levied by the University for the collection of the Association Fees; however, the University shall be entitled to receive 1% of the total fees assessed in each term as relief for the collection of bad debts. At the request of the Association, the University shall provide the Association with information on the level of bad debt resulting from its members.

- 1.5. Upon prior written agreement of the parties, the Association Fees may be credited to an internal account of the University for the Exclusive Use of the Association.
- 1.6. No adjustments to the Association Fees shall be applied, collected or distributed by the University unless they are consistent with all University procedures and regulations pertaining to the assessment, collection and distribution of fees, and the Deputy Provost (Student Life and Learning) has confirmed in writing that the formalities required by the Association's constitution for fee adjustments, by the University and by applicable law have been followed.
- 1.7. All requests for new fees or fee changes must be sent in writing to the Deputy Provost (Student Life and Learning) **by April 1** for implementation in the Fall term and by **November 20** for implementation in the Winter term.

As soon as possible, but no later than three (3) calendar weeks prior to the deadline for submission of a question for a referendum, the Association shall provide the Deputy Provost (Student Life and Learning) with a copy of the proposed question, and the Deputy Provost (Student Life and Learning) shall reply within one (1) calendar week of receipt of the referendum question. If the University has any concerns, the parties shall resolve the matter to their mutual satisfaction. In the event the University has continued concerns, the Association shall modify or withdraw the question.

2. ACCOUNTING SERVICES

- 2.1. The University shall provide certain accounting services to the Association for an Annual Administrative Fee in accordance with the schedule contained in **Appendix B**. This fee is subject to an annual review by the University. The services to be provided on Minerva will include the following:
 - 2.1.1. Monthly trust fund statements indicating fee revenues, distributions and expenses resulting in year to date totals.
 - 2.1.2. Provision of regular lists on the Association's membership on a scheduled basis; weekly in August/September and monthly the remaining months.

The Association shall request security access at the beginning of their mandate to access Minerva reports. The President of the Association must authorize all requests for access, and should the President require access, then two vice-presidents of the Association must authorize his/her request. Security authorization to Minerva reports shall terminate each year on June 15th.

Employees of the Association who have been given access may keep their access upon confirmation by the current year's President.

- 2.2. Should the Association require any other lists, data sets or any other type of information on their membership or its trust fund statements not already provided for in article 2.1 above or elsewhere in this Memorandum of Agreement, the University shall give effect to the request to the extent allowed by law and subject to the payment of an appropriate fee, and upon reasonable prior notice of at least three (3) calendar weeks sent to the Director, Student Accounts Office. This fee will be identified prior to fulfilling the request. The University is subject to the provisions of the Québec *Act Respecting Access to Documents held by Public Bodies and the Protection of Personal Information* and therefore reserves the right to refuse to give effect to a request.
- 2.3. Notwithstanding article 2.1, should any programming changes be required to be performed by the University's Network Communications Services ("NCS") at the request of the Association, the University reserves the right to charge the Association the established hourly rate for the work to be performed.
- 2.4. The University will not draw any funds from the account maintained by the University for the use of the Association or from the fees collected by the University for the Association without the Association's prior written approval, unless exercised as a remedy pursuant to article 8.1 hereto.

3. LOANS AND GRANTS

The Association may apply to the University from time to time for loans and grants in aid of activities or projects, the granting of which shall be in the sole discretion of the University.

4. INSURANCE

- 4.1. The Association shall ensure that its officers and employees are covered under the terms of an Employee Dishonesty Policy with a reputable licensed insurer, to maintain such policy in force at all times during the term of the present Agreement and to provide the University each year with a copy of such policy.
- 4.2. The Association shall be solely responsible for obtaining appropriate insurance necessary to conduct its activities, including and without limitation, comprehensive general liability insurance including but not limited to libel, slander, defamation of character, loss of property damages and personal damages, and shall name the University as **Additional Insured**.
- 4.3. The Association shall provide evidence of coverage upon execution of the Agreement and **annually thereafter to the McGill Risk Management and Insurance Office.**

Evidence shall take the form of true copies of the relevant insurance policy or renewal certificate, as the case may be.

- 4.4. The Association shall hold harmless the University, its officers, employees and agents of and from any and all suits, claims or demands, and reasonable costs and expenses that may arise by reason of the operation of activities of the Association, or any act, neglect, omission of the Association, its directors, officers, employees, agents or persons engaged or retained by it.

5. MAINTENANCE AND AUDITING OF ACCOUNTS

- 5.1. All financial records, books and accounts of the Association shall be maintained in accordance with generally accepted accounting principles consistently applied.
- 5.2. The Association shall provide the Deputy-Provost (Student Life and Learning) with a copy of its **annual audited financial statements** within 120 calendar days of each financial year end. The Association's financial year end is April 30.
- 5.3. Upon reasonable notice from the University, and upon reasonable cause, the Association shall make available for audit at no cost to the Association all documents relating to:
- a) current contracts and expenditures;
 - b) projected contracts and expenditures; and
 - c) books, records and accounts.
- 5.4. The Association shall engage the services of a reputable auditing firm or chartered accountant in good standing with the **Order of Chartered Accountants of Québec** to prepare the Association's annual financial statement. The Association shall advise the University of the name of the auditing firm or chartered accountant. In the event the University does not find that firm or the chartered accountant acceptable, the Association shall appoint another firm or chartered accountant acceptable to the University.

6. USE OF THE MCGILL NAME OR EMBLEM

- 6.1. The Association recognizes that the University is the owner of the intellectual property in the word "McGill" and the McGill trademarks which are duly protected by the *Trademarks Act*.
- 6.2. On a nonexclusive basis and solely in connection with its activities related to its role as a student association, and in accordance with this Agreement, the University hereby grants the Association the right to use the word "McGill" in its name "**THE**

ENGINEERING UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY INC. / L'ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES EN GÉNIE DE L'UNIVERSITÉ MCGILL INC". The present grant is not assignable.

- 6.3. The Association's name or logo shall be distinct from that of the University's in such a way that it does not cause confusion between the University and the Association. A copy of the Association's approved logo and trademark appears in **Appendix C**.
- 6.4. The University recognizes that the EUS is the owner of the intellectual property of its name and trademarks, which are duly protected by *the trademarks act* so long as they conform with the representations of articles 6.2 and 6.3 of the present agreement.
- 6.5. The Association shall consult with the University, with sufficient time, before altering its logo or trademark;
- 6.6. On a non-assignable and non-exclusive basis, for the term of this Agreement and in accordance with its conditions, the University hereby grants approval of the names of the Association's groups, clubs or services ("the Groups") permission to use "McGill" in their names under the following conditions:

- (i) Each of the Groups shall identify themselves, in all their representations, as a group of the Association using the form

A [e.g. club, service, activity] of the EUS (Engineering Students' Society)" an undergraduate students' association at McGill University"

Or

"Operated by the EUS (Engineering Students' Society), an undergraduate students' association at McGill University."

- (ii) Groups wishing to use the McGill name shall register the name and a description of the Group's activities with the Office of Student Life and Learning using the provided web form found on the Student Associations section of the McGill Student Life and Learning website.
- (iii) Groups wishing to use the McGill name shall do so under the understanding that they must comply with all McGill applicable policies and procedures, including the Code of Student Conduct, and will endeavor to not bring the McGill name into disrepute.
- (iv) The Association or the Clubs shall not use of the name "McGill" in relation to any sport or team, except where permission is granted in writing by the

Deputy Provost (Student Life and Learning).

- (v) McGill reserves the right to withdraw such permission to use the McGill name at any time and for whatever reason, subject to notice and discussion with the Association.
 - (vi) Groups shall not form a corporation using the McGill name
 - (vii) The conditions set out for the use of the "McGill" name do not extend to the use of the McGill logo.
- 6.7 Neither the Association, nor any of the Groups, shall use the name of the University for any other purpose than those contemplated in this agreement without the prior written consent of the Deputy Provost (Student Life and Learning).
- 6.8 The Association shall provide a list of all the Groups upon the request of the University at any time to monitor compliance with this Agreement.
- 6.9 For all Groups, and for all their activities, services, offerings, advertisements and websites, the Association shall respect the rights of the University as owner of the trade name "McGill".
- 6.10 For **event-specific permission** to use the name, or trademarks of the University, outside of the terms of this Agreement, the Association shall obtain express prior written consent from the Deputy-Provost (Student Life and Learning). Permission shall be granted at the University's discretion and, where granted, is time-limited and not assignable. McGill reserves the right to withdraw such permission at any time and for whatever reason.
- 6.11 Only one email address for each club, group or service may be requested and shall take the form: [initials].eus@mail.mcgill.ca]
- 6.12 The Association shall ensure that all Clubs are made aware of the conditions for the use of the McGill name or trademark, as outlined in this Agreement and the Association correct any misuse within two (2) weeks from the Association becoming made aware of the misuse.

7. CONTRACTS AND LEGAL PROCEEDINGS

- 7.1. Any acts, contracts, and legal proceedings involving either party shall be the exclusive responsibility of that party.

- 7.2. Neither party shall enter into nor execute any cheques, contracts, documents, instruments, receipts, leases or other agreements in the name of the other party or in any way engage the liability of the other party thereon by any other means.
- 7.3. The Association shall not solicit or receive any gift, grant or bequest in the name of the University without the prior written consent of the University.
- 7.4. Should any legal proceedings or claims be taken or made against one party as a result of an act of the other, the said legal proceeding or claims shall be immediately referred to the other party, which shall deal with it in a timely manner and at its own expense. Any costs or expenses incurred by the party for such legal proceedings or claim including, inter alia, any legal fees, condemnation, order, settlement, interest, judicial and extra judicial fees and costs, shall be entirely at the charge of the other party.
- 7.5. Either party shall have the option of engaging its own legal counsel to intervene in any legal proceedings in respect of the other party where its interests are involved. In such a case, all expenses, extra judicial fees and disbursements shall be borne exclusively by the party which has invoked this option.

8. RIGHT TO SET OFF

- 8.1. Should the University, following due notice to the Association, be required to pay any of the charges, costs, expenses, debts and claims which are by these presents to be borne exclusively by the Association, or should the Association be in any way indebted to the University, the University is authorized to collect or set off the said amount against the funds paid or payable to the Association hereunder.
- 8.2. In accordance with the present Agreement:
 - a) The University must provide the Association with a written notice of the charges, costs, expenses, debts and claims providing complete details and documents relating thereto.
 - b) The Association shall have thirty (30) working days (or 60 calendar days between period May 1st and August 31st) after the receipt of such notice in which to resolve and/or remedy the matter.
 - c) The University shall exercise its best effort to inform the Association as soon as possible within the same budget year (defined as the period June 1st to May 31st) of any charges, costs, expenses, debts and claims on the part of the Association under this clause.

9. LIQUOR PERMITS

The Association shall apply for and maintain in its name necessary liquor permits for any event, it and any of its clubs or groups, may hold from time to time for its own purposes.

9.1 The Association recognizes and reaffirms its commitment to respect article 39 of the *Québec Act Respecting Liquor Permits (chapter P-9.1)* that specifies the Association may only hold **reunion class liquor permits**, as defined in article 33 of the Québec Act Respecting Liquor Permits (chapter P-9.1), for events held within university buildings or anywhere on University property. The hosting of such events is subject to prior express approval of the University and to such other conditions as set by the University from time to time.

9.2 The Association shall exercise its permits in accordance with all laws, municipal and government regulations and well as all internal requirements and policies of the University and appropriate standards of conduct, that include, but are not limited to, those relating to:

- (a) hosting on campus events only in approved University locations;
- (b) advertising these campus events, and the cost of alcohol, in accordance with the law;
- (c) purchasing, storing (as applicable) and serving the alcoholic beverages at these events in accordance with the law;
- (d) adhering to all requirements with respect to building, fire, security and room capacity, and other legal requirements and University regulations as well as appropriate standards of conduct.

For greater clarity, the Association:

- i. may not extend the Association's reunion permits granted for events within the Association designated premises to events occurring in other University buildings or on other University premises;
- ii. may not serve beer from kegs;
- iii. may not serve beer and other alcoholic beverages in cans or bottles but in plastic cups; and
- iv. shall comply with such other conditions as set by the University from time to time.

9.3 The Association shall ensure that the events hosted by the Association include activities that allow members to socialize without requiring the purchase or consumption of alcohol for participation in the activity or event.

9.4 The Association shall hold harmless the University for any and all claims, fees or fines arising from its exercise or omission to exercise its rights and duties under such permits and as host of these events.

10. REPRESENTATIONS OF THE ASSOCIATION

10.1 The Association represents warrants and covenants that:

10.1.1 the charter documents, constitution and by-laws of the Association consist entirely of the documents remitted to the University concurrently with the execution of the present Agreement and which appear as **Appendix C**. The Constitution and By-laws of the Corporation are provided for reference purposes. The parties agree that no clause in the Constitution or By-laws shall modify or supersede this Agreement.

10.1.2 a referendum of the Association members has been duly held in accordance with its constitution approving the existing Association Fees and such referendum continues to bind the Association and its members;

10.1.3 it has amended its policies and procedures to provide for conflict of interest provisions respecting the hiring of employees, contracts with related parties and the administration of its affairs;

10.1.4 it is and shall maintain its status as a corporation under Part III of the *Quebec Companies Act* whose membership is limited to regularly registered undergraduate engineering students, including those students registered in the School of Architecture;

10.1.5 undergraduate students registered at the University are entitled to membership but no member may act as Director or Officer of the Association while subject to any disciplinary measure under the *Handbook of Students Rights and Responsibilities* that has the effect of removing the student status.

10.2 For greater clarity, the Association shall provide the Deputy Provost (Student Life and Learning) annually with:

- i. a copy of the Association's **annual Declaration of Incorporation** as proof that the Association has maintained its incorporated status;
- ii. a copy of the Association's **annual audited Financial Statements** prepared in accordance with Article 5 herein;

- iii. a copy of the annual **Certificate of Insurance** obtained in accordance with Article 4 herein;
- iv. **any changes to the documents** remitted to the University concurrently with the execution of the present Agreement, within 30 days of the change.

11. EVENT OF DEFAULT

11.1 Each of the following shall be considered an event of default:

- 11.1.1 when either the Association or the University breaches a term or condition of the present agreement or of any other agreement between the Association and the University;
- 11.1.2 when the Association violates its charter, constitution or by-laws, or any duly approved regulations, rules or policies of the University some of which appear at www.mcgill.ca and in particular those in the University Administrative Handbook located at <http://www.mcgill.ca/adminhandbook/>;
- 11.1.3 when an audit reveals irregularities in the management or administration of the books, financial records, accounts or corporate affairs of the Association;
- 11.1.4 when, in the course of or subsequent to an audit, the Association's auditor reports on material fraud, error or misstatement of the books or financial records of the Association;
- 11.1.5 when the Association ceases to operate, dissolves, modifies its status, makes any general assignment for the benefit of the creditors, takes the benefit of any insolvency or bankruptcy act or if a receiver or trustee be appointed for the property of the Association or any part thereof.

11.2 In the event of default, either party shall be entitled to written notice of default and upon receipt of such notice, shall have 30 working days (or 60 calendar days between the period May 1st and August 31st) within which to remedy such default.

11.3 In the event of a dispute over the existence of a default, either party shall be entitled to submit the dispute to arbitration by giving the other party written notice no later than 90 calendar days from the date of the notice referred to in Section 11.2. Such notice shall suspend the delay granted to remedy the default referred to in Section 11.2.

11.4 Submission to arbitration shall be made in accordance with the provisions of the Québec Code of Civil Procedures (Sections 940 and following) to one arbitrator chosen by the parties. The fees and expenses of the arbitrator shall be shared equally

between the parties.

- 11.5 The parties agree that it is in their best interest to resolve any dispute amicably. The parties agree to engage in an open and respectful dialogue between the Deputy Provost (Student Life and Learning) and the President of the Association with the aim of arriving at an amicable resolution of the dispute.

12. REMEDIES

- 12.1 Upon the confirmation of the occurrence of a default by either party, in accordance with section 11, the present Agreement may be resiliated forthwith upon written notice to the defaulting party.
- 12.2 Upon the confirmation of the occurrence of an event of default by the Association, in accordance with section 11, the parties agree that funds assessed by the University for the Association shall be allocated to an interim trust fund ("Trust Fund") in the name of the Association. The Trust Fund shall be administered by the University and overseen by a committee of five (5) individuals comprising of two University representatives, two Association representatives and chaired by a person selected by agreement of the parties. The Committee shall oversee the administration of the Trust Fund until such time as the Association has been restructured and reinstated, or the default corrected.
- 12.3 It is expressly agreed that such resiliation shall be in addition and without prejudice to all other rights as provided by law or herein.
- 12.4 Any condition of default shall be subject to a prescription period as determined by law.

13. STUDENT PUBLICATIONS

- 13.1 The University recognizes that the Association's role as a representative body of engineering undergraduate students may necessitate the publication of newspapers, newsletters and periodicals directed toward its members ("Publications").

The Association publishes three (3) newsletters sent to its members entitled:

- *The EUS Pipeline*: weekly, electronically
- *The Plumber's Faucet*: bi-weekly, electronically and in paper
- *The Plumber's Ledger*: bi-weekly, electronically and in paper

13.2 For each Publication, whether in print or in electronic form, the following shall apply:

13.2.1 The Association shall display on the title page of the Publication, the Association's name and approved logo, as applicable, with the following notice appearing immediately below the Publication's name.

"Published by the Engineering Undergraduate Society of McGill University"

13.2.2 The Publication shall also contain the following notice, on the second page or back cover page in at least 9-point font, and on the Publication's website:

*"Published by **THE ENGINEERING UNDERGRADUATE SOCIETY** a student society of McGill University. The content of this publication is the sole responsibility of **THE ENGINEERING UNDERGRADUATE SOCIETY** and does not necessarily represent the views of McGill University."*

13.2.3 The Publications may not display the McGill name, crest or logo in its masthead or integrated in any way with the name or logo of the Publication.

13.3 The parties recognise that the editorial, reporting and advertising content of the Publication is the sole and exclusive responsibility of the Association. For greater certainty, the parties acknowledge that the University shall not be responsible or liable for the editorial, reporting or advertising content of the Publications.

The Association may distribute the Publication to the list of Approved Campus Locations appears in **Appendix D**.

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

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

14. BUSINESS ACTIVITIES

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

- 14.1 The Association is permitted to engage in the revenue-generating activities on the University premises as listed in **Appendix E**.
- 14.2 The Association must receive the University's prior written approval for changes in the use of University space for revenue-generating activities as listed in **Appendix E**.
- 14.3 The Association must have the University's prior written agreement in signing any contracts or agreements with external parties, for Association's business purposes that lead to the use of University space and/or facilities by such external parties unless the external party is wholly owned and controlled by the Association.
- 14.4 When University space and/or facilities are used for business activities, the University must be reimbursed appropriately for the costs associated with the use of such space and/or facilities; these may include but not be limited to the payment of electricity, janitorial and maintenance charges. The University shall provide the Association details and documents of such charges, upon request.
- 14.5 Any University space or facilities used for business activities may be subject to a lease arrangement which may include the payment of rent.
- 14.6 The University and the Association will undertake to discuss contracts or agreements with external third parties regarding certain business activities which may lead to the recovery of costs for the University as well as generate sufficient income to the benefit of both the University and the Association.
- 14.7 All costs, taxes and fees associated with the use of the space and/or facilities by the Association that may become due is the responsibility of the Association.

15. LOCATION

- 15.1 In accordance with its status as a student association, the University shall provide the Association with a room at no charge which shall constitute an office from which to conduct its activities. The location of this room shall be on or around the Montreal campus of the University, and when reasonably possible within the buildings housing the Faculty of Engineering, and shall constitute the Association's principal premises.

- 15.2 The University further grants to the Association the use of the University space and/or facilities which appears in **Appendix F** at no charge for the term of this Agreement and for the stated purpose. No change may be made to the use of the space and/or facilities without the express prior approval of the Deputy Provost (Student Life and Learning).
- 15.3 Any request for additional space shall be made to the Deputy Provost (Student Life and Learning) and shall be subject to availability and may be evidenced by a separate lease agreement between the parties. All such space shall be confirmed in writing by the Deputy Provost (Student Life and Learning), whose confirmation shall constitute an amendment to this Agreement.
- 15.4 The University reserves the right to bill the Association for any extraordinary cleaning or repair necessitated as a result of an Association-sponsored activity in University premises listed in either **Appendix E** or **F**.
- 15.5 The Association shall use the space exclusively by the Association and only for the stated purposes. It may not be used or rented out to others.
- 15.6 All costs, taxes and fees associated with the use of the space and/or facilities that may become due is the responsibility of the Association

16. **TELEPHONE, E-MAIL AND MAIL SYSTEMS**

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

- 16.1 to purchase telephone services from the University, including the "398" exchange number, long distance services, internal switching and University directory listings. No equipment other than that provided by McGill Network and Communications services may be attached to lines provided by McGill;
- 16.2 to purchase backbone connectivity and Internet access for their computers. This does not include a right to web casting. This may be subject to a separate agreement;
- 16.3 to use the University's e-mail system subject to the Association, its employees, officers and volunteers respecting University policies, including but not limited to, the ***Policy on Responsible Use of McGill Information Technology Resources***.

- 16.4 use the University's mailing system, including internal delivery. The Association shall pay for all costs associated with the use, including but not limited to, the cost of external mail sent through the University mailing system.
- 16.5 Subject to the conditions set out in Articles 7 and 14, the University grants the Association the right to use "McGill" within its domain name <http://www.mcgilleus.ca> within the Associations' own independent interactive website.
- 16.6. The Association shall pay for all costs associated with the integration and the use of these systems, as well as wireless internet service, as set from time to time.
- 16.7. Integration in these University systems is a privilege, which may be revoked, should the University reasonably believe that the Association has used any system in a manner contravening McGill's policy. The University shall provide the Association with such reasonable notice, as deemed to be appropriate, prior to revoking any of these systems.

17. STAFF STATUS

All staff hired by the Association shall have exclusive Association employment status. The working conditions, including payroll, of the Associations staff shall be determined solely by the Association.

18. TERM AND REVIEW

The term of the present agreement is five (5) years beginning on **June 1st, 2018** and **ending on May 31st, 2023**. Twelve (12) months prior to the expiration of the term, the parties shall review in good faith the terms and conditions with a view to renew on a mutually agreeable basis. In the event the parties are unable to agree on the terms of renewal, the terms of the present agreement shall be extended for maximum of nine months.

19. NOTICE

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

20. ENTIRE AGREEMENT

This present Agreement constitutes the entire agreement between the parties pertaining to the

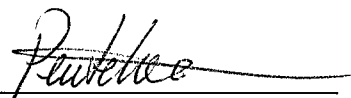
subject matter hereof and supersedes and replaces all prior agreements, undertakings, negotiations and discussions of the parties.

21. LANGUAGE

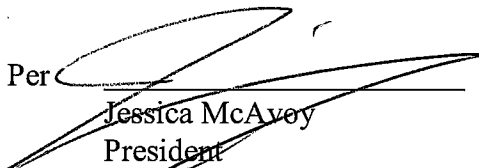
The parties to the present Agreement have requested that the present Agreement and all documents and notices related therewith be drafted in the English language. *Les parties à la présente ont demandé que la présente convention et tout document ou avis y afférent soit rédigés dans la langue anglaise.*

AND THE PARTIES HAVE SIGNED:


ENGINEERING UNDERGRADUATE SOCIETY of MCGILL UNIVERSITY INC.

Per 
Pentcho Tchomakov
Chairman of the Board of Governors


April 9th, 2018
date

Per 
Jessica McAvey
President

April 9th, 2018
date

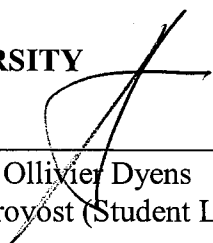
Per: 
Kareem Halabi
Vice-President of Services

April 9, 2018
date

Per: 
Malcolm McClintock
OAP Head Manager

April 9, 2018
date

McGill UNIVERSITY

Per: 
Professor Ollivier Dyens
Deputy Provost (Student Life and Learning)

9 April 2018
date

APPENDIX A

Association Fee Schedule in accordance with Article 1 of this Agreement

Engineering Undergraduate Society Fees

| Fees Collected on behalf of Engineering Undergraduate Society | | Comments |
|---|--|---|
| EUGS | Engineering Undergraduate Society fees | \$27 Full-time; \$17 part-time No end date Renewable in Winter 2018 |
| EUCC | Engineering Career Centre | \$50 all students Opt-outable, renewable in Fall 2022 |
| EUDT | Engineering Design Team Fund | \$9 Full-time; \$4.50 part-time Opt outable, renewable in Fall 2024 |
| EUSI | Engineering Student space improvement fee | \$15 Full-time; \$7.50 part-time Opt-outable renewable in Fall 2022 |
| EUGC | Engineers without Borders Charity Fee | \$2 all students Renewable in Winter 2019 |
| EUSF | Engineering Undergraduate Support Fund | \$35 Full-time; \$17.50 part-time |
| | Fees assessed to EUS students but distributed to a University | |
| | FOAPAL | |
| | <i>(fee is renewable by student fee referendum)</i> | |
| EUGE | Engineering Equipment Fund | \$50 Full-time; \$25 part-time Renewable in Fall 2020 |
| | full-time: 9 credits and over part-time: less than 9 credits | |

APPENDIX B

Annual Administrative Fee Schedule in accordance with Article 2 of this Agreement

Administrative Fee

| Amount of Association Fees Collected | 2018-2019 | 2019-2020 | 2020-2021 | 2021-2022 | 2022-2023 |
|--------------------------------------|-----------|-----------|-----------|-----------|-----------|
| \$0- \$99,999 | \$530 | \$546 | \$563 | 580 | 597 |
| \$100,000- \$149,999 | \$796 | \$820 | \$844 | 869 | 895 |
| \$150,000- \$199,999 | \$1061 | \$1093 | \$1126 | 1160 | 1195 |
| \$200,000- \$249,999 | \$1326 | \$1366 | \$1407 | 1449 | 1493 |
| \$250,000 or more | \$1857 | \$1912 | \$1970 | 2029 | 2090 |

APPENDIX C

Charter documents, Constitution and By-laws of the Association in accordance with Article 10 of this Agreement

Includes:

- i. Constitution and By-laws
- ii. Copy of the Accreditation Certificate
- iii. Copy of the Annual Declaration of Incorporation
- iv. Copy of the Insurance Certificate
- v. Copy of the Audited Financial Statements

APPENDIX D

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

The Association distributes in paper form the following Publications

- *The Plumber's Faucet*
- *The Plumber's Ledger*

A copy of the title page with the approved mastheads for each Publication appears attached.

A. On Campus Distribution

The Publications may be distributed in specified locations on the Montreal campus in the following buildings:

| | |
|----------------------------|--------------|
| McConnell Engineering | Ground Floor |
| Macdonald Engineering | Ground Floor |
| Wong Building | Ground Floor |
| Trottier Building | Ground Floor |
| Macdonald-Harrington Bldg. | Ground Floor |
| Frank Dawson Adams Bldg. | Ground Floor |
| Bronfman Bldg. | Ground Floor |
| Arts Bldg. | Ground Floor |
| Leacock Bldg. | Ground Floor |
| Burnside Hall | Ground Floor |
| McLennan Library | Ground Floor |

APPENDIX E

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

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

| | |
|---------------------------------------|--------------|
| Rooms 2, 2A for the EUS General Store | (268.2 sqft) |
| Room 6 for Copi EUS | (560.2 sqft) |
| Room 1A for Frostbite | (165.1 sqft) |

- A. The revenue-generating activities shall respect any University-wide agreements. The Association may not sell computers or computer supplies, new books, beer, wine or liquor.
- B. Revenue generating activities will respect applicable laws and health codes, and as a matter of principle should not directly compete with University food providers housed in the same building,
- C. The Association may not contract for the management of these activities to a third party (including any other student association) without the prior express consent of the University unless the third party is wholly owned and controlled by the Association;
- D. The Association shall not enter into any contracts related to the activities whose term is longer than the term of this present Agreement;
- E. The Association must receive the University's prior written approval for changes in the use of University space for these revenue-generating activities; which shall not be unreasonably withheld.
- F. The Association shall conform to
 - i) all federal and provincial laws and regulations.
 - ii) municipal rules and regulations,
 - iii) its charter documents, by-laws and constitution, and
 - iv) all applicable university regulations and policies which apply to the use of the buildings;
- F. The Association shall undertake no alternation to the premises without the express consent of the University and shall affix no new signs;

G. All costs related to, or any municipal fees or taxes that become due as a result of the operation of the revenue generating activities shall be the sole responsibility of the Association.

I. Any additional space allocated to the Association is granted at the discretion of the University on a year-to-year basis. Such space may be re-allocated by the University at any time and at its entire discretion. Permission to use the space in any subsequent year may not be assumed. The University shall provide the Association notice of non-renewal in writing no later than March 1st, thereby ensuring that the Association shall receive at least three (3) months prior notice of non-renewal. The Association shall assume all costs related to the move of their club from the space.

The Association shall pay the following for the use of space for revenue generating activities:

| Year | Sq.Ft. | Rate | Total Amount |
|-------------|---------------|---------------|---------------------|
| 2018-2019 | 993.5 | \$16.48/sq.ft | \$16,372.88 |
| 2019-2020 | 993.5 | \$16.97/sq.ft | \$16,859.70 |
| 2020-2021 | 993.5 | \$17.48/sq.ft | \$17,366.38 |
| 2021-2022 | 993.5 | \$18.00/sq.ft | \$17,833.00 |
| 2022-2023 | 993.5 | \$18.55/sq.ft | \$18,429.43 |

APPENDIX F

University space and/or facilities granted to the Association in accordance with Article 15

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

Rooms 7, 7A, 7B, 7C of McConnell Engineering Bldg.

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

Room 5 - Infoys
Room 8 - Committee Room
Room 9 - Info System
Room 021, 023 - Clubs Hub/McGill Engineering Design Network (MEDN)
Room 026, 028 - Sports/Dark Room
Rooms 029, 030, 031, 032, 032A- Common/Council Rooms

- B.** Any additional space allocated to the Association is granted at the discretion of the University on a year-to-year basis. Such space may be re-allocated by the University at any time and at its entire discretion. Permission to use the space in any subsequent year may not be assumed. The University shall provide the Association notice of non-renewal in writing no later than March 1st, thereby ensuring that the Association shall receive at least three (3) months prior notice of non-renewal. The Association shall assume all costs related to the move of their club from the space.
- C.** The Association must receive the University's prior written approval from the Deputy Provost (Student Life and Learning) for any changes in the use of University space and/or facilities.
- D.** The University must give reasonable notice of any renovations or changes that would prevent the Association's use of University space and/or facilities noted in Appendix F.
- E.** The Association shall use the designated premises exclusively by the Association and only for the stated purposes, and the premises may not be used or rented out.
- F.** All costs related to, or any municipal fees or taxes that become due as a result of the operation of the Association's activities shall be the sole responsibility of the Association.

EUS Constitution

From The EUS Wiki

Contents

- **TITLE I: THE SOCIETY**
 - Article 1: Names
 - Article 2: Members
 - Article 3: Purpose
 - Article 4: Fees
 - Article 5: Finances
 - Article 6: Rights, Privileges and Obligations of Members
 - Article 7: Dissolution of the Society
- **TITLE II: ORGANIZATION OF THE SOCIETY**
 - **SECTION I: THE EXECUTIVE COMMITTEE**
 - Article 8: Membership of the Executive Committee
 - Article 9: Powers and Duties
 - Article 10: President
 - Article 11: Vice-President Internal
 - Article 12: Vice-President External
 - Article 13: Vice-President Finance
 - Article 14: Vice-President Academic
 - Article 15: Vice-President Student Life
 - Article 16: Vice-President Services
 - Article 17: Vice-President Communications
 - Article 18: of the Executive Committee
 - Article 19: Terms of Office
 - Article 20: Vacancies
 - **SECTION II: THE COUNCIL**
 - Article 21: Members of the EUS Council
 - Article 22: Powers and Duties
 - Article 23: Speaker
 - Article 24: Class Representatives
 - Article 25: Representatives to Senate
 - Article 26: Engineering Representatives to S.S.M.U. Council
 - Article 27: Meetings of the EUS Council
 - **SECTION III: GENERAL ASSEMBLY**
 - Article 28: Powers of Assembly
 - Article 29: Meeting of the General Assembly
 - **SECTION IV: BOARD OF GOVERNORS**
 - Article 30: Members of the Board of Governors
 - Article 31: Power and Duties of the Board of Governors
 - Article 32: Meetings of the Board of Governors
 - Article 33: Accountability
 - Article 34: Board Chairman
 - Article 35: Faculty Advisor
 - **SECTION V: DEPARTMENTAL SOCIETIES**
 - Article 36: Departmental Societies
 - Article 37: Formation of a Departmental Society

- SECTION V: COMMITTEES OF THE EUS
 - Article 38: Organizing Committees of the EUS
 - Article 39: List of Organizing Committees of the EUS
 - Article 40: Service Committees of the EUS
 - Article 41: List of Service Committees of the EUS
 - Article 42: Standing Committees of the EUS
 - Article 43: Select Committees of the EUS
 - Article 44: Standing Selection Committee
- SECTION VI IMPEACHMENT
 - Article 45: Executive Committee
 - Article 46: Departmental Students' Associations
 - Article 47: Engineering Representatives to S.S.M.U.
 - Article 48: Delegate to Senate
 - Article 49: Chief Organizers
 - Article 50: Board of Governors
 - Article 51: Recourse
- SECTION VII: LANGUAGE RIGHTS
 - Article 52: Languages of the Society
- SECTION VIII: FREEDOM OF INFORMATION
 - Article 53: Freedom of Information
- SECTION IX:CLUBS
 - Article 54: Definition
 - Article 55: Membership
 - Article 56: Formation
- TITLE III ELECTIONS
 - SECTION I: ELECTORAL OFFICERS
 - Article 57: Electoral Officers
 - Article 58: Duties of Electoral Officers
 - SECTION II: EXECUTIVE COMMITTEE ELECTIONS
 - Article 59: Eligible Voters and Candidates
 - Article 60: Procedures
 - SECTION II: ENGINEERING REPRESENTATIVES TO S.S.M.U. COUNCIL ELECTIONS
 - Article 61: Procedures
 - SECTION IV:ELECTION OF CLASS REPRESENTATIVES
 - Article 62: Election of Second, Third, and Fourth Year representatives
 - Article 63: Election of First Year and UO Class Representatives
 - Article 64: Vacancies
 - SECTION V: BOARD OF GOVERNORS
 - Article 65: Eligible Voters and Candidates
 - Article 66: Procedures
 - SECTION VI REFERENDA
 - Article 67: Initiation of the Referendum Procedure
 - Article 68: Referendum Procedure
 - Article 69: Effect of a Referendum
- TITLE IV: THE CONSTITUTION
 - Article 70: Superseding Clause
 - Article 71: Coming into Force
 - Article 72: Constitutional Amendments
 - Article 73: Interpretation
 - Article 74: Definitions

Original Version 1974 As amended to February 1990, March 1992, November 1993, March 1994, March 1995, November 1995, March 1996, February 2001, March 2002, March 2004, November 2004, November 2007, March 2013, **March 2017**

TITLE I: THE SOCIETY

Article 1: Names

- 1.1 The official name of the Society shall be, in English, the “Engineering Undergraduate Society of McGill University” and, in French, “Association des Étudiants et Étudiantes en Génie de l’Université McGill”, Herein referred to as EUS and A.E.E.G., respectively.
- 1.2 Notwithstanding the foregoing, the EUS may be designated by a name other than the official name for non-commercial activities, as approved by the Board of Governors.

Article 2: Members

- 2.1 The Regular Members of the EUS shall be all students currently registered at McGill University in an undergraduate program of the Faculty of Engineering, subject to payment of fees as prescribed in Article 4.
- 2.2 Honorary Members of the EUS may be appointed at the discretion of the EUS Council, but may not be considered Regular Members.
- 2.3 Any former Regular Member of the EUS or current member of the McGill Community may become an Associated Member of the EUS, subject to ratification by the EUS Council

Article 3: Purpose

- 3.1 The purpose of the EUS shall be:
 - 3.1.1 To regroup in association, the Regular Members of the EUS
 - 3.1.2 To represent and promote the views of its members, and to implement academic, cultural, educational, physical, professional, social, and other programs of interest to its members.
 - 3.1.3 To engage in other such activities and undertakings as may seem appropriate to the Society.

Article 4: Fees

- 4.1 The Society Fee shall be collected from each Regular Member by the Cashier of the University or the Vice-President of Finance of the EUS
- 4.2 The EUS Council may from time to time, as it sees fit, propose a change in the Society Fee.
- 4.3 Any change in the Society Fee shall be subject to ratification by referendum.

Article 5: Finances

- 5.1 There shall be a set of Financial Bylaws governing the Finances of the EUS
- 5.2 The accounts of the EUS shall be maintained according to standard accounting practice and shall be made available to the University auditors upon demand.
- 5.3 The finances of the EUS shall be subject to an annual independent audit by a Chartered Accountant
- 5.4 The EUS shall not run at a deficit for more than two consecutive fiscal years.

Article 6: Rights, Privileges and Obligations of Members

- 6.1 The rights of Regular Members shall include the following:

- 6.1.1 The right to vote in the EUS general elections, referenda and General Assemblies;
- 6.1.2 The right to attend General Assemblies and Regular Meetings and Board Meetings of the EUS;
- 6.1.3 The right to move or second Motions at General Assemblies;
- 6.1.4 The right to speak for or against any Motion at any General Assembly or Council meeting;
- 6.1.5 The right to nominate candidates for EUS Elections; and
- 6.1.6 The right to initiate referenda or General Assemblies as per 6.5

6.2 The privileges of Regular Members shall include the following:

- 6.2.1 Holding office within the EUS subject to the qualifications as specified by Title III;
- 6.2.2 Making use of EUS facilities and services;
- 6.2.3 Holding a Chief Organizing Position on an EUS Organizing Committee;
- 6.2.4 Holding a Managerial Position on an E.U.S Service Committee;
- 6.2.5 Being a member of a Standing, Select or Standing Selection Committee of the EUS; and
- 6.2.6 Starting an EUS Club, holding an executive position on an EUS Club, and being a member of an EUS Club.

6.3 The privileges of Associated Members shall include the following:

- 6.3.1 Making use of EUS facilities and services;
- 6.3.2 Being a member of a Standing, Select or Standing Selection Committee of the EUS; and being a member of an EUS Organizing Committee as deemed appropriate by a Two-Thirds (2/3) Majority vote of EUS Council
- 6.3.3 Holding a chief organizing position, subject to ratification by a Two- Thirds (2/3) Majority vote of EUS Council; and
- 6.3.4 Holding an executive position on an EUS Club or EUS Design Team and being a member of an EUS Club or EUS Design Team

6.4 All members of the EUS shall be obliged to conform to the EUS Constitution, Bylaws and Policies.

6.5 Every Regular Member has the right to request of the Vice-President Student Life that a question be asked through a General Assembly or referendum of the EUS by submitting a petition bearing the signatures of the lesser of one hundred (100) or ten percent (10%) of the Regular Members of the EUS

6.6 No member is empowered to make purchases in the name of the EUS or to financially obligate the EUS in any way, until such permission has been granted to so purchase or obligate the EUS by the Executive Committee or by the Board of Governors

6.7 No member is empowered to act as an agent of the EUS unless permission to act so has been granted at a Regular Meeting or Board Meeting.

6.8 Subject to ratification by a Simple Majority of the Board of Governors, any Regular Member of the EUS may from time to time be indemnified and saved harmless from and against any liability and costs, charges, and expenses that they sustain or incur in respect of the execution of a mandate of the Society, except for cases of negligence.

Article 7: Dissolution of the Society

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

TITLE II: ORGANIZATION OF THE SOCIETY

SECTION I: THE EXECUTIVE COMMITTEE

Article 8: Membership of the Executive Committee

8.1 The Executive Committee shall consist of:

- 8.1.1 The President;
- 8.1.2 The Vice-President Internal;
- 8.1.3 The Vice-President External;
- 8.1.4 The Vice-President Finance;
- 8.1.5 The Vice-President Academic;
- 8.1.6 The Vice-President Student Life;
- 8.1.7 The Vice-President Services;
- 8.1.8 The Vice-President Communications;

8.2 The candidates for positions of the Executive Committee must be Regular Members of the EUS and remain Regular Members for the whole duration of their mandate.

8.3 No member of the Executive Committee shall receive financial remuneration for action as such.

Article 9: Powers and Duties

9.1 The Executive Committee shall:

- 9.1.1 Coordinate and administer the policies, activities and other day-to-day affairs of the EUS;
- 9.1.2 Study and prepare any matter to be debated upon at meetings of the EUS Council;
- 9.1.3 Call meetings of the EUS Council;
- 9.1.4 Ensure the execution of Board of Governors, Council, and General Assembly decisions;
- 9.1.5 Report its activities and decisions to the EUS Council and the Board of Governors;
- 9.1.6 Report its activities and expenditures during the summer at the first Regular Meeting in the fall semester;
- 9.1.7 Uphold the Constitution, Bylaws and Policies of the EUS
- 9.1.8 Act upon Resolutions adopted by EUS Council or General Assembly and defined by the E.U.S Board of Governors
- 9.1.9 Promote the EUS to the McGill Community and to groups outside that community;
- 9.1.10 Prepare and present to the EUS Council an election schedule for EUS elections and referenda;
- 9.1.11 Be present and available for office hours at the discretion of the Vice-President Student Life; and
- 9.1.12 Be responsible for maintaining the EUS Office.

9.2 The members of the Executive Committee shall prepare and submit to EUS Council a midterm report no later than January 30.

9.3 The members of the Executive Committee shall each prepare and submit a year-end report no later than May 15.

9.4 A member of the Executive Committee shall cease to remain in office upon acceptance of their letter of resignation, or upon their impeachment.

9.5 Any member of the Executive Committee may be required by the Board of Governors, EUS Council and General Assembly, from time to time, to fulfill any mandate outside of the official duties as prescribed by Articles 10 to 17.

Article 10: President

10.1 The President shall:

- 10.1.1 Be charged with the general management and supervision of the affairs of the EUS;
- 10.1.2 Call and preside at Executive Committee meetings;
- 10.1.3 Serve as an ex-officio member of all constituted and affiliated committees of the EUS;

- 10.1.4 Be the official spokesperson for the EUS on all occasions;
- 10.1.5 Represent the EUS at meetings of the Faculty of Engineering;
- 10.1.6 Be the Co-Chair of the Engineering Undergraduate Support Fund Committee, (EUSF.C.);
- 10.1.7 Shall be responsible for meeting with Departmental Society Presidents no less than once per month during the fall and winter semesters;
- 10.1.8 Be responsible for the EUS Equity Commissioner;
- 10.1.9 Be responsible for the orientation of the Executive Committee and Council members

Article 11: Vice-President Internal

11.1 The Vice-President Internal shall:

- 11.1.1 Be responsible for the organization of social, cultural, and other activities for the members of the EUS;
- 11.1.2 Be responsible for relations between the EUS and other faculty associations of McGill University;
- 11.1.3 Serve as the official spokes person for the EUS in the absence of the Vice-President External and the President; and
- 11.1.4 Be responsible for gathering report files of all committees at year's end.

Article 12: Vice-President External

12.1 The Vice-President External shall:

- 12.1.1 In conjunction with the President, represent the EUS to outside bodies and individuals;
- 12.1.2 Have responsibility for matters relating to the interaction of the EUS with outside groups;
- 12.1.3 Be responsible for maintaining links with student organizations at the provincial, federal, and international levels and with other engineering student societies of other universities;
- 12.1.4 Be responsible for relations with industry, with government, and all other external relations of the EUS outside the University;
- 12.1.5 Be responsible for assuring the representation of the EUS at Canadian Federation of Engineering Students (C.F.E.S.) meetings and at Quebec Confederation of Engineering Student Outreach (Q.C.E.S.O.) meetings;
- 12.1.6 Serve as the official spokesperson of the EUS in the absence of the President.

Article 13: Vice-President Finance

13.1 The Vice-President Finance shall:

- 13.1.1 In cooperation with the Executive Committee, prepare the annual budget of the EUS, which shall include the actual expenditures from the previous year, and submit it to the Board of Governors before October 15th;
- 13.1.2 In cooperation with the Executive Committee, manage the funds of the EUS;
- 13.1.3 Keep proper financial accounts and records according to the Financial Bylaws of the EUS;
- 13.1.4 Prepare a year-end financial report by May 15th; and obtain and update the previous year's financial report

Article 14: Vice-President Academic

14.1 The Vice-President Academic shall:

- 14.1.1 Be responsible for all educational and curricular concerns of the EUS;
- 14.1.2 Be the Chair of Engineering Student Academic Committee (E.S.A.C.)
- 14.1.3 Be the Chair of the Engineering Equipment Fund Committee, (E.F.C.);

- 14.1.4 Chair the Student Faculty Liaison Committee (S.F.L.C);
- 14.1.5 Represent the EUS at any academic committees of the Faculty of Engineering and the broader McGill community; and
- 14.1.6 Oversee Engineering Peer Tutoring Services (E.P.T.S).

Article 15: Vice-President Student Life

15.1 The Vice-President Student Life shall:

- 15.1.1 Be responsible for implementing initiatives relevant to the well-being, first-year involvement and graduation logistics of EUS Regular Members
- 15.1.2 Be responsible for encouraging active participation and continuous feedback within the Society
- 15.1.3 Be responsible for the Secretary of the EUS Council and General Assembly;
 - 15.1.3.1 Be responsible for ensuring that members of the EUS Council attend Regular Meetings;
 - 15.1.3.2 Be responsible for updating the EUS Policy Manual;
 - 15.1.3.3 Be responsible for issuing agendas and minutes of the EUS Council meetings and General Assemblies, prior to any EUS Council meeting or General Assembly;
- 15.1.4 Be responsible for the formation, end of year reports, and operations of EUS Clubs and Design Teams
- 15.1.5 Be responsible for scheduling the use of and maintenance of the EUS Clubs Space and the McGill Engineering Design Network (MEDN)

Article 16: Vice-President Services

16.1 The Vice-President Services shall:

- 16.1.1 Be responsible for all student facilities of the EUS, except as otherwise stated herein;
- 16.1.2 Be responsible for all photocopying facilities, retail services, locker facilities, and publication facilities of the EUS;
- 16.1.3 Be responsible for new services undertaken by the Society;
- 16.1.4 Be responsible for all staff remuneration and records of payroll including PST and GST records;
- 16.1.5 Be responsible for providing adequate building services in EUS space in conjunction with the Faculty Building Director;

Article 17: Vice-President Communications

17.1 The Vice-President Communications shall:

- 17.1.1 Be responsible for Telecommunications services of the EUS;
- 17.1.2 Be responsible for submitting EUS information to the EUS publications;
- 17.1.3 Be responsible of all internal communications inside of the EUS
- 17.1.4 Be responsible for all internal communications relating to the EUS within the McGill Community
- 17.1.5 Be responsible for all Publications Committees of the EUS; and
- 17.1.6 Be responsible for all Information Technology committees of the EUS

Article 18: of the Executive Committee

18.1 The Executive Committee shall meet at least once every two (2) weeks while classes are in session during the Academic Year.

18.2 Quorum shall be the greater of five (5) or two-thirds (2/3) of the members of the Executive Committee.

18.3 The President of the EUS must participate in all meetings of the Executive Committee.

Article 19: Terms of Office

19.1 The terms of office of the President, Vice-President Internal, Vice-President External, Vice-President Finance, Vice-President Academic, Vice-President Student Life, Vice-President Services and Vice-President Communications shall begin May 1 and last one year.

Article 20: Vacancies

20.1 Vacancies shall be filled as they occur during the year by the Standing Selection Committee, subject to ratification by the EUS Council.

20.2 In the case of a vacancy in the position of President, The Vice-President Internal shall assume the responsibilities of President until the Board of Governors has ratified the nomination of a new President.

SECTION II: THE COUNCIL

Article 21: Members of the EUS Council

21.1 The members of the EUS Council must be Regular Members of the EUS Council and shall consist of:

- 21.1.1 The members of the Executive Committee, as defined in Article 8;
- 21.1.2 One (1) representative from each of the four (4) Classes in each of the following programs:
 - 21.1.2.1 Architecture
 - 21.1.2.2 Bioengineering
 - 21.1.2.3 Chemical
 - 21.1.2.4 Civil
 - 21.1.2.5 Computer
 - 21.1.2.6 Electrical
 - 21.1.2.7 Mechanical
 - 21.1.2.8 Materials
 - 21.1.2.9 Mining
 - 21.1.2.10 Software
- 21.1.3 The President of each Departmental Society as per Title II, Section IV.
- 21.1.4 One (1) elected representative from the E.U.S Junior Council.
- 21.1.5 The Engineering Representatives to S.S.M.U. Council.
- 21.1.6 In the event that there is more than one Regular Member of the EUS holding the position of Engineering Senator and/or Delegate to Senate, they shall all be members of the EUS Council.
- 21.1.7 Two (2) elected representatives from EUS Clubs Council:

21.2 Each member of the EUS Council shall have a single vote.

21.3 No Regular Member may hold more than one voting position on the EUS Council.

Article 22: Powers and Duties

22.1 The EUS Council shall:

- 22.1.1 Act as the governing body of the EUS, empowered to make decisions and take actions on behalf of the EUS;
- 22.1.2 Enact initiatives providing tangible improvements to the student experience of Regular Members, in accordance with the purpose of the Society;
- 22.1.3 Maintain financial authority over matters outlined in the Financial Bylaws, Financial Policies or other Bylaws;

- 22.1.4 Hold the Executive Committee accountable to its duties to Regular Members, as outlined in the Constitution and Policies as well as any additional mandates. E.U.S Council may adopt by Simple Majority;
- 22.1.5 Hold the Engineering Representatives to S.S.M.U. Council and the Engineering Senator accountable to their duties to Regular Members;
- 22.1.6 Define and uphold all Policies and Resolutions of the EUS;
- 22.1.7 Ratify a Chief Returning Officer and the Deputy Returning Officers;
- 22.1.8 Have the right to reverse any decision taken by the Executive Committee;
- 22.1.9 Establish Organizing, Standing, Select and Standing Selection Committees of the EUS; and

22.1.10 Be held accountable to General Assembly.

22.2 For the period from the last Regular Meeting of the academic year to the first Regular Meeting of the following academic year, the powers of the EUS Council may be exercised by the Executive Committee.

Article 23: Speaker

23.1 The Speaker of the EUS Council shall be chosen from amongst the Members of the EUS, with preference given to Regular Members

23.2 The Speaker may not be a member of the EUS Council or the Board of Governors.

- 23.2.1 As such, the Speaker does not have the right to vote, even in the case of a tie.

23.3 The Speaker shall:

- 23.3.1 Chair all meetings of the Board of Governors, EUS Council and General Assembly; and enforce Robert's rules of order

23.4 In the event that the Speaker is absent or where the Speaker's possible impeachment is on the agenda, a member of the Executive Committee shall assume the duties of the Speaker.

Article 24: Class Representatives

24.1 Class Representatives shall:

- 24.1.1 Attend EUS Council Meetings. In case of absence, Class representatives are responsible for arranging a proxy from among their Class, and notifying the Vice-President Student Life of their replacement in writing before the meeting;
- 24.1.2 Inform their Class on matters of the EUS Council;
- 24.1.3 Represent the interests and concerns of their Class at the EUS Council;
- 24.1.4 Prepare a year-end report by May 15 intended for their successor, which shall include suggestions on how to improve communications with their Class.

24.2 No Class Representative to the EUS Council may also be a member of the Executive Committee or represent a Departmental Society at a meeting of the EUS Council.

24.3 A Class Representative who misses three (3) Regular Meetings without providing for a proxy may be impeached as per Article 46.

24.4 The term of office for a Class Representative shall begin on May 1, and last for one year notwithstanding Article 63.

24.5 In the case of a vacancy, another Class Representative shall be appointed by the concerned Departmental Society.

Article 25: Representatives to Senate

25.1 In the case that the elected student Senator from the Faculty of Engineering is not a Regular Member of the EUS, then a Delegate to Senate shall be chosen from among the Regular Members of the EUS by the Selection Committee, subject to ratification by the EUS Council.

25.2 The Engineering Senator shall:

- 25.2.1 Represent the interests and concerns of Engineering students as expressed through the EUS Council to Senate;
- 25.2.2 Inform the EUS on matters of the Senate; and
- 25.2.3 Hold bi-weekly office hours

25.3 The Delegate to Senate shall:

- 25.3.1 Communicate the interests and concerns of Engineering students as expressed through the EUS Council to Senate; and
- 25.3.2 Inform the EUS on matters of the Senate.

25.4 The terms of office of the Engineering Senator shall be in accordance with the constitution of the S.S.M.U. and the statutes of the Senate.

25.5 The terms of office of the Delegate to Senate shall begin May 1 and last one year.

Article 26: Engineering Representatives to S.S.M.U. Council

26.1 The Engineering Representatives to S.S.M.U. Council shall:

- 26.1.1 Represent the interests and concerns of Engineering students as expressed through the EUS Council to S.S.M.U. Council;
- 26.1.2 Inform the EUS on matters of the S.S.M.U.
- 26.1.3 Hold weekly office hours

26.2 The terms of office of the Engineering Representatives to S.S.M.U. Council shall begin May 1 and last one year.

Article 27: Meetings of the EUS Council

27.1 Quorum for a meeting of the EUS Council shall be fifty percent (50%) of its members.

27.2 EUS Council meetings shall be open unless voted closed by Two-Thirds (2/3) Majority.

27.3 In the case of a vote that results in a tie, the question shall be considered to be defeated.

27.4 The EUS Council shall hold Regular Meetings at least once every four (4) weeks while classes are in session during the Academic Year.

27.5 Notice of the meeting and agendas shall be provided at least three (3) School Days prior to a Regular Meeting.

27.6 In the case of an emergency, the President or the Vice-President Student Life may call a Special Meeting of the EUS Council, at any time. Only Motions ruled by the Speaker to be pertinent to the emergency may be considered at such a meeting.

27.7 The rules of procedure for all meetings of the EUS Council shall be the most recent edition of Roberts' Rules of Order.

SECTION III: GENERAL ASSEMBLY

Article 28: Powers of Assembly

28.1 A General Assembly may make any decision, including the ratification or rejection of any Executive Committee or EUS Council decision.

- 28.2 A General Assembly may pass a Resolution of the EUS or assign additional mandates to the members of the Executive Committee.
- 28.3 A General Assembly shall ratify amendments to Bylaws made by the Board of Governors
- 28.4 A General Assembly may amend Bylaws, subject to ratification by the Board of Governors.
- 28.5 A General Assembly may not have the power to change the financial structure of the EUS

Article 29: Meeting of the General Assembly

- 29.1 The General Assembly may be called by a Motion of the EUS Council, or by a request signed by the lesser of ten percent (10%) or one hundred (100) of the Regular Members of the EUS
- 29.2 Quorum for the General Assembly shall be the lesser of ten percent (10%) or one hundred (100) of the Regular Members of the EUS
- 29.3 Motions to be presented at the General Assembly must be submitted to the Vice-President Student Life at least five (5) School Days prior to the General Assembly.
- 29.4 Notice of the General Assembly shall be posted at least ten (10) School Days prior to the convening of the General Assembly.
- 29.5 The order of business, and Motions to be presented at the General Assembly shall be posted three (3) School Days before the General Assembly.
- 29.6 Any person who is not a Regular Member of the EUS may attend a General Assembly, except in the case where a Two-Thirds (2/3) Majority of the Regular Members present at the Assembly votes to close the meeting.
- 29.7 A Motion of the General Assembly shall be invalid if more than fifty percent (50%) of voters are Constituents of the same Departmental Society.
- 29.8 Only Regular Members of the EUS shall be allowed to vote at a General Assembly.
- 29.9 The rules of procedure for all General Assemblies shall be the most recent edition of Roberts' Rules of Order.

SECTION IV: BOARD OF GOVERNORS

Article 30: Members of the Board of Governors

- 30.1 The Board of Governors shall be composed of:
- 30.1.1 The President;
 - 30.1.2 The Vice-President Finance;
 - 30.1.3 The Engineering Senator;
 - 30.1.4 Eight Members-at-Large;
 - 30.1.5 Two Alumni;
- 30.2 All members of the Board of Governors shall serve as administrators of the Society.
- 30.3 All members of the Board of Governors shall have a vote during the Board meetings of the Board of Governors.
- 30.4 No member of the Board of Governors shall receive financial remuneration for their actions.
- 30.5 The Members-at-large shall be Regular Members chosen as follows:
- 30.5.1 Four (4) Members-at-Large shall be selected at the first Regular Meeting and shall start their mandate on October 1st, for a duration of one year.
 - 30.5.2 Four (4) Members-at-Large shall be elected during the Winter Referendum Period and start their mandate on May 1st, for a duration of one year.
- 30.6 The two Alumni shall be selected by the Board of Governors.
- 30.6.1 One Alumnus shall start their mandate on May 1st, for a duration of one year.
 - 30.6.2 One Alumnus shall start their mandate on October 1st, for a duration of one year.

30.7 Members of the Board of Governors shall be subject to Policies regarding conflict of interests.

30.8 Members of the Board of Governors who hold other positions within the Society such as Service Managers, Chief Organizers, Chairs of E.U.S Committees or Financial Officers of E.U.S Committees shall not vote on matters pertaining to their respective Committees and shall refrain from participating in the discussion on those matters unless otherwise authorized by the other members of the Board of Governors through a Simple Majority vote.

Article 31: Power and Duties of the Board of Governors

31.1 The Board of Governors shall:

- 31.1.1 Be charged with the stewardship of the affairs of the EUS;
- 31.1.2 Uphold and maintain the Patent Letters, Constitution, Bylaws and Policies of the EUS as well as any major contract signed by the Society;
- 31.1.3 Define Resolutions adopted by E.U.S Council and General Assembly
- 31.1.4 Hold the Executive Committee accountable to its duties, as outlined in the Constitution, Bylaws and Policies, as well as additional mandates;
- 31.1.5 Maintain financial authority over matters outlined in the Financial Bylaws, Financial Policies or other Bylaws;
- 31.1.6 Have oversight of EUS Committees with more than 50 000\$ of expenses in their annual budget as well as Service Committees
- 31.1.7 Approve bids for Large-Scale External Events;
- 31.1.8 Ensure the completeness of the information in the List of EUS Committees;
- 31.1.9 Maintain the long-term vision of the EUS;

31.1.10 Have the right to reverse any decisions taken by the Executive Committee;

31.1.11 Be held accountable to the General Assembly;

31.2 The Board of Governors can only amend Bylaws or the Constitution in a manner that would modify its power and duties subject to ratification by the E.U.S Council

Article 32: Meetings of the Board of Governors

32.1 Quorum for a meeting of the Board of Governors shall be fifty percent (50%) + 1 of its members and include at least the Board Chairman, one (1) Alumni and one (1) EUS Executive Committee member.

32.2 The Board of Governors shall hold Board Meetings at least once a month

32.3 Notice of the meeting and agenda shall be provided at least five (5) business days prior to a Board Meeting.

32.4 Minutes should be made public (except for closed-member sessions).

32.5 A closed-member session may be called by a Simple Majority vote for issues related to legal proceedings or human resources matters.

32.6 In the case of an emergency, the Board Chairman may call a Special Meeting of the Board of Governors. Only Motions ruled by the Speaker to be pertinent to the emergency may be considered at such a meeting.

32.7 The rules of procedure for all meetings of the Board of Governors shall be the most recent edition of Roberts' Rules of Order.

Article 33: Accountability

33.1 One (1) member of the Board of Governors shall attend Regular Meetings

33.2 One (1) member from the Board of Governors shall be responsible for presenting the minutes of each Board Meeting to EUS Council (except for closed-member sessions).

33.3 The EUS Council shall hold a non-binding vote to accept, conditionally accept, or reject all or part of the minutes of each meeting of the Board of Governors.

33.4 One (1) member from EUS Council shall be responsible for presenting the minutes of each meeting of EUS Council to the Board of Governors.

Article 34: Board Chairman

- 34.1 The Board of Governors shall choose a Board Chairman among its Members-at-Large.
- 34.2 The selection shall take place at the first Board Meeting of the Board of Governors after May 1st.
- 34.3 The Member-at-Large which receives 50% + 1 of the vote of Board of Governors members for the position of Board Chairman shall receive it.
- 34.4 The Board Chairman shall:
- 34.4.1 Prepare the agenda for Board Meetings;
 - 34.4.2 Ensure the implementation of Board of Governors decisions;
 - 34.4.3 Maintain a sense of cohesiveness among Board of Governors members;
- 34.5 The Board Chairman shall not have a voting right during the voting process, unless the vote results in a tie

Article 35: Faculty Advisor

- 35.1 The Associate Dean of Students of the McGill Faculty of Engineering or their designate shall act as the Faculty Advisor to the Board of Governors.
- 35.2 The Faculty Advisor shall be invited to all Board Meetings to serve in an advisory capacity and provide insights during the Board of Governors discussion periods

SECTION V: DEPARTMENTAL SOCIETIES

Article 36: Departmental Societies

- 36.1 The students of each department, program, or school of the Faculty of Engineering shall have the right to form a Departmental Society to represent its members
- 36.2 Each Departmental Society must have Terms of Reference, which defines its name, membership, purpose, and structure.
- 36.3 The Departmental Societies shall be considered as part of the EUS, and be bound by the Constitution, Bylaws and Policies of the EUS
- 36.4 The EUS shall recognize the following as the official Departmental Societies of their respective programs or departments:
- 36.4.1 Architecture Students' Association;
 - 36.4.2 Bioengineering Undergraduate Student Society;
 - 36.4.3 Canadian Society for Chemical Engineers, McGill Student Chapter;
 - 36.4.4 Civil Engineering Undergraduate Society;
 - 36.4.5 Electrical, Computer and Software Engineering Student Society;
 - 36.4.6 McGill Association of Mechanical Engineers;
 - 36.4.7 Materials Engineering Undergraduate Society;
 - 36.4.8 Co-op Mining Engineering Undergraduate Society;
- 36.5 Any new departmental society accepted by Council.

Article 37: Formation of a Departmental Society

- 37.1 Should a new department, school, or program be created by the Faculty of Engineering, then its undergraduate students shall have the right to form a Departmental Society.
- 37.2 A new Departmental Society may be created by a Motion of the EUS Council upon receipt of a petition of no less than forty percent (40%) of the Departmental Society's proposed membership

37.3 Upon creation of a Departmental Society by an act of the EUS Council, the Departmental Society's members shall become Regular Members of the EUS, and subject to payment of fees as per Title I Article 4.

SECTION V: COMMITTEES OF THE EUS

Article 38: Organizing Committees of the EUS

- 38.1 Any Regular Member or Associate Member of the EUS is eligible to hold a Chief Organizing Position of an EUS Organizing Committee, except for members of the Executive Committee.
- 38.2 Each Committee is responsible for submitting a year-end report to the Vice- President Internal, no later than the date set by the Executive Committee.
- 38.3 Selection Committee selects the Chief Organizers from among the members of the EUS with preference given to Regular Members

Article 39: List of Organizing Committees of the EUS

- 39.1 The Executive Committee shall prepare the List of Organizing Committees to be presented at the first Board Meeting of each semester.
- 39.2 The List of Organizing Committees shall include:
- 39.2.1 the names of the committees;
 - 39.2.2 a description of the structure of each committee;
 - 39.2.3 the member of the Executive Committee overseeing each committee, should the committee not be under the jurisdiction of The Vice-President Internal;
 - 39.2.4 the date by which the committee report is due.

Article 40: Service Committees of the EUS

- 40.1 Any regular member of the EUS is eligible to hold a Managerial Position of an EUS Service Committee, except for members of the Executive Committee.
- 40.2 If no Regular Member is chosen by Selection Committee to fill a position, an Associated Member may apply and hold a Managerial Position, subject to ratification by a Two-Thirds (2/3) Majority vote of Board of Governors
- 40.3 Each service committee is responsible for submitting a report to the Vice- President Services, no later than the date set by the Executive Committee.
- 40.4 Selection Committee selects the manager(s) from among the Regular Members of the EUS with preference given to Regular Members

Article 41: List of Service Committees of the EUS

- 41.1 The Executive Committee shall prepare the List of Service Committees to be presented at the first Board Meeting of each semester.
- 41.2 The List of Service Committees shall include:
- 41.2.1 the names of the committees;
 - 41.2.2 a description of the structure of each committee;
 - 41.2.3 the member of the Executive Committee overseeing each committee, should the committee not be under the jurisdiction of the Vice-President Services;
 - 41.2.4 the date by which the committee report is due.

Article 42: Standing Committees of the EUS

- 42.1 The EUS may, as it sees fit, establish Standing Committees to assist the Executive Committee in implementing large projects and studying concerns or to further existing projects of the EUS Council.
- 42.2 A Standing Committee of the EUS shall be defined by its own separate terms of reference and shall have at least one first year student among its members.
- 42.3 The creation and dissolution of a Standing Committee of the EUS or the modification of its terms of reference shall require a special Motion of the EUS Council needing a Two-Thirds (2/3) Majority.
- 42.4 A Standing Committee of the EUS shall submit a written report to the EUS Council at least once a semester.
- 42.5 Any Regular Member of the EUS is eligible to be a member of a Standing Committee of the EUS, subject to article 35.2.

Article 43: Select Committees of the EUS

- 43.1 Any Regular Member of the EUS may be a member of a Select Committee of the EUS
- 43.2 A Select Committee of the EUS shall aid the Executive Committee in researching issues of interest to the EUS
- 43.3 The Select Committee shall present a written report of its findings and recommendations to the EUS Council upon termination of its mandate.
- 43.4 An official Motion of Formation of an EUS Select Committee shall be presented to the EUS Council, which shall require ratification by a Two-Thirds (2/3) Majority. The Motion of Formation shall include:
- 43.4.1 the number of Select Committee members;
 - 43.4.2 a mandate to research a specific subject;
 - 43.4.3 the deadline for the Select Committee's report.
- 43.5 Nomination of the Select Committee members shall be open with the passing of a Motion of Formation of an EUS Select Committee. The length of the nomination period shall be determined by the EUS Council.
- 43.6 The Select Committee Chairperson and the selected members shall be ratified by the EUS Council and the Chairperson shall be selected by the EUS Council from amongst the Committee members.

Article 44: Standing Selection Committee

- 44.1 There shall exist a Standing Selection Committee to select Regular Members of the EUS for the following positions:
- 44.1.1 the Vice-President Finance of the EUS;
 - 44.1.2 Delegate to Senate subject to Article 25.1;
 - 44.1.3 replacements to fill vacancies on the Executive Committee;
 - 44.1.4 the Speaker of the EUS;
 - 44.1.5 the Chief Returning Officer of the EUS;
 - 44.1.6 the Managerial Positions of all Service Committees of the EUS;
 - 44.1.7 The Chief Organizing Positions of all Organizing Committees of the EUS;
 - 44.1.8 Any other position committed to Selection Committee by the EUS Council.
- 44.2 Of the positions listed in Article 37.1, the following must be ratified by the EUS Council:
- 44.2.1 the Vice-President Finance of the EUS;
 - 44.2.2 Delegate to Senate subject to Article 25.1;
 - 44.2.3 replacements to fill vacancies on the Executive Committee; and
 - 44.2.4 the Chief Returning Officer of the EUS
- 44.3 Selection Committee shall have a set of Bylaws outlining its membership, advertising procedures, interview procedures, and appeal process.

SECTION VI IMPEACHMENT

Article 45: Executive Committee

- 45.1 Any member of the Executive Committee may be removed from office for impropriety, violation of the provisions of the EUS Constitution or its Bylaws, or delinquency of duties.
- 45.2 A Motion to remove a member of the Executive Committee must be signed by at least one-third (1/3) of the members of the EUS Council, or by at least one hundred (100) Regular Members of the EUS, and must be presented in writing at a Regular Meeting. The Motion shall be inscribed on the agenda of the next Regular Meeting.
- 45.3 Quorum of two-thirds (2/3) of the members of the EUS Council shall be required to consider a Motion to remove a member of the Executive Committee.
- 45.4 A Two-Thirds (2/3) Majority of Regular Members present shall be required to carry a Motion to remove a member of the Executive Committee.
- 45.5 A General Assembly may remove a member of the Executive Committee following the reception of a Motion signed by one hundred (100) Regular Members of the Society and carried by a Two-Thirds (2/3) Majority of the Regular Members present at the General Assembly.

Article 46: Departmental Students' Associations

- 46.1 A Motion to impeach a Class Representative may be presented to Council in the following manner:
- 46.1.1 A petition calling for a Class Representative's impeachment, signed by the greater of either twenty percent (20%) or twenty (20) members of their Class.
 - 46.1.2 The Vice-President Student Life may call for a Class Representative's impeachment due to delinquency of duties as per Article 24.3
- 46.2 A Motion to impeach a Departmental Society President may be presented to Council in the following manner:
- 46.2.1 A petition calling for a Departmental Society President's impeachment, signed by the greater of either twenty percent (20%) or twenty (20) members of their Constituency.
 - 46.2.2 The Vice-President Student Life may call for a Departmental Society President's impeachment due to delinquency of duties as per Article 24.3

Article 47: Engineering Representatives to S.S.M.U.

- 47.1 A Motion to impeach an Engineering Representative to S.S.M.U. must be signed by at least one-third (1/3) of the members of the EUS Council, or by at least one hundred (100) Regular Members of the EUS, and must be presented in writing at a Regular Meeting.
- 47.2 A Two-Thirds (2/3) Majority shall be required to carry a Motion to remove an Engineering Representative to S.S.M.U. Council.
- 47.3 A General Assembly may remove an Engineering Representative to the S.S.M.U Council following the reception of a Motion signed by one hundred (100) Regular Members and carried by a Two-Thirds (2/3) Majority of the Regular Members present at the General Assembly.

Article 48: Delegate to Senate

- 48.1 A Motion to impeach a Delegate to Senate must be signed by at least one-third (1/3) of the members of the EUS Council, or by at least one hundred (100) Regular Members of the EUS, and must be presented in writing at a Regular Meeting.
- 48.2 A Two-Thirds (2/3) Majority shall be required to carry a Motion to remove a Delegate to Senate Council.

48.3 A General Assembly may remove a Delegate to Senate following the reception of a Motion signed by one hundred (100) Regular Members and carried by a Two-Thirds (2/3) Majority of the Regular Members at the General Assembly.

Article 49: Chief Organizers

49.1 Any person appointed to a Chief Organizing Position may be dismissed of his or her duties by a Two-Thirds (2/3) Majority vote of the Board of Governors

Article 50: Board of Governors

- 50.1 Any member of the Board of Governors may be removed from office for impropriety, violation of the provisions of the EUS Constitution or Bylaws, or delinquency of duties.
- 50.2 A Motion to remove a member of the Board of Governors must be signed by at least one-third (1/3) of the members of the EUS Council, or by a hundred (100) Regular Members, and must be presented in writing at a Regular Meeting. The Motion shall be inscribed on the agenda of the next Regular Meeting.
- 50.3 Quorum of two-thirds (2/3) of the members of the EUS Council shall be required to consider a Motion to remove a member of the Board of Governors.
- 50.4 A Two-Thirds (2/3) Majority of Regular Members shall be required to carry a Motion to remove a member of the Board of Governors.
- 50.5 A General Assembly may remove a member of the Board of Governors following the reception of a Motion signed by one hundred (100) Regular Members of the Society and carried by a Two-Thirds (2/3) Majority of the Regular Members at the General Assembly.

Article 51: Recourse

51.1 Any person impeached according to Articles 45, 46, 47, 48, or 50 has recourse to an appeal to the Board of Governors whose decision shall be final.

SECTION VII: LANGUAGE RIGHTS

Article 52: Languages of the Society

- 52.1 English and French are the official languages of the EUS
- 52.2 At all meetings of the EUS and its committees, members may use either official language.
- 52.3 Motions of the EUS and its committees may be adopted in either or both of the official languages. Should a discrepancy exist between a Motion and its translation, the document in its original language shall preside.

SECTION VIII: FREEDOM OF INFORMATION

Article 53: Freedom of Information

- 53.1 All minutes and documents of Regular Meetings and Board Meetings shall be public documents, except for minutes of a closed-member session .
- 53.2 The President of the EUS shall not be obliged to release information, documents or minutes concerning ideas, actions, or Motions that were not acted upon.

SECTION IX: CLUBS

Article 54: Definition

54.1 An EUS Club shall be defined as a group of EUS members who meet on a regular basis to promote a specific agenda, as per the clubs Bylaws.

Article 55: Membership

55.1 Any Regular or Associate member of the EUS may be a member of an EUS Club.

55.2 The EUS Club's executive committee must be composed of at least two-thirds (2/3) Regular Members

Article 56: Formation

56.1 An EUS Club may be formed by a motion presented at an Executive Committee meeting with a two-thirds (2/3) majority.

TITLE III ELECTIONS

SECTION I: ELECTORAL OFFICERS

Article 57: Electoral Officers

57.1 The Chief Returning Officer shall be selected, by EUS Selection Committee, and ratified by EUS Council.

57.2 The Deputy Returning Officers shall be selected by each Departmental Society and ratified by the EUS Council.

57.3 Any Regular Member of the EUS may be commissioned as a Chief Returning Officer or Deputy Returning Officer.

Article 58: Duties of Electoral Officers

58.1 The Chief Returning Officer shall:

- 58.1.1 be responsible for the collection and distribution of nomination forms and all other documents pertaining to elections and referenda; and
- 58.1.2 be responsible for conducting elections and referenda as per the Electoral and Referenda Bylaws of the EUS

58.2 A Deputy Returning Officer shall:

- 58.2.1 assist in the conduct of an election or referendum as required by the Chief Returning Officer for the Departmental Society elections.

58.3 No Chief Returning Officer, nor a Deputy Returning Officer, can be a candidate in any election, or proposer of a referendum question being conducted by the EUS

SECTION II: EXECUTIVE COMMITTEE ELECTIONS

Article 59: Eligible Voters and Candidates

59.1 The following shall be elected by and from the Regular Members of the EUS:

- 59.1.1 the President;
- 59.1.2 The Vice-President Internal;

- 59.1.3 the Vice-President External;
- 59.1.4 the Vice-President Academic;
- 59.1.5 the Vice-President Services;
- 59.1.6 the Vice-President Communications; and
- 59.1.7 the Vice-President Student Life.

59.2 The following shall be appointed by Selection Committee from amongst the Regular Members, subject to ratification by the EUS Council:

- 59.2.1 the Vice-President Finance;

59.3 Candidates for any election or appointment to the Executive Committee must be in satisfactory academic standing. The Chief Returning Officer has the right to verify the academic standing of any candidate for the Executive Committee.

Article 60: Procedures

60.1 The elections shall be conducted in accordance with the Electoral Bylaws of the EUS

60.2 The election of the President, Vice-President Internal, Vice-President External, Vice-President Academic, Vice-President Services, Vice-President Communications and the Vice-President Student Life shall be held between February 1 and March 31 by a secret ballot of the Regular Members

60.3 Nominations must be presented to the Chief Returning Officer no later than seven (7) School Days before the date of the election. However, should only one person be nominated for a post at the date set for closing nominations, the date of the closing of nominations for that post shall be extended for two (2) School Days and notice given thereof.

60.4 In the event that after an extension of two days there remains only one candidate, a vote of confidence shall be held. The candidate must obtain a Simple Majority of the vote or else the position remains vacant.

60.5 Nominations for President must be signed by fifty (50) Regular Members and by the nominee.

60.6 Nominations for Vice-President Internal, Vice-President External, Vice-President Academic, Vice-President Services, Vice-President Communications and Vice-President Student Life must be signed by twenty-five (25) Regular Members and by the nominee.

60.7 Vacancies shall be filled as they occur during the year by the Selection Committee, subject to ratification by the EUS Council.

60.8 Positions filled in the manner prescribed by 60.7 shall be exempt from the terms of 60.5 and 60.6.

SECTION II: ENGINEERING REPRESENTATIVES TO S.S.M.U. COUNCIL ELECTIONS

Article 61: Procedures

61.1 The elections shall be conducted in accordance with the Electoral Bylaws of the EUS

61.2 The election of the Engineering Representatives to S.S.M.U. Council shall be held by a secret ballot of the Regular Members

61.3 The elections of the Engineering Representatives to S.S.M.U. Council shall be held at the same time as the Executive Committee elections and shall be administered by the Chief Returning Officer.

61.4 Nominations must be presented to the Chief Returning Officer no later than seven (7) School Days before the date of the election. However, should only one person be nominated per position at the date set for closing nominations, the date of the closing of nominations for that post shall be extended for two (2) School Days and notice given thereof.

- 61.5 In the event that after an extension of two days there remains only one candidate per position, a vote of confidence shall be held for each candidate. The candidate must obtain a Simple Majority of the vote or else the position remains vacant.
- 61.6 Nominations for Engineering Representatives to S.S.M.U. Council must be signed by twenty-five (25) Regular Members and by the nominee.
- 61.7 Vacancies shall be filled as they occur during the year by the Standing Selection Committee, subject to ratification by the EUS Council.
- 61.7.1 Positions filled in the manner prescribed above shall be exempt from the terms of Article 61.6.

SECTION IV: ELECTION OF CLASS REPRESENTATIVES

Article 62: Election of Second, Third, and Fourth Year representatives

- 62.1 Election of Class Representatives shall be held by secret ballot at the same time as the Departmental Society elections and shall be administered by the Departmental Society's Deputy Returning Officer, subject to the authority of the Chief Returning Officer.
- 62.2 Nominations must be presented to the Departmental Society's Deputy Returning Officer at least eight (8) School Days before the date of the election. However, should only one person be nominated for this position at the end of nomination period, the nomination period shall be extended by two (2) School Days and notice given thereof.
- 62.3 Nominations for Class Representatives must be signed by the lesser of twenty (20) members of or twenty percent (20%), of their Constituency.
- 62.4 The Chief Returning Officer of the EUS shall ensure that these elections take place, and are held in accordance with the Election Bylaws of the EUS

Article 63: Election of First Year and U0 Class Representatives

- 63.1 A first year Class Representative for each Department shall be elected by their Class within the month of September.
- 63.2 The elections for first year Class Representative shall be administered by the respective Departmental Society Presidents.
- 63.3 A U0 Class Representative shall be elected by the EUS Junior Council from among its members before October 15th.
- 63.4 The elections for the U0 Class Representative shall be administered by the Vice-President Student Life.

Article 64: Vacancies

- 64.1 In the case of a vacancy, a Departmental Society may appoint a new Class Representative, who shall remain Class Representative for the remainder of the year.

SECTION V: BOARD OF GOVERNORS

Article 65: Eligible Voters and Candidates

- 65.1 The following shall be elected by and from the Regular Members during a referenda taking place in the Winter semester:
- 65.1.1 Four (4) Members-at-Large

Article 66: Procedures

- 66.1 The elections shall be conducted in accordance with the Electoral Bylaws of the EUS
- 66.2 The election of the Board of Governors Members-at-Large shall be held by a secret ballot of the Regular Members
- 66.3 The elections of the Board of Governors Members-at-Large shall be administered by the Chief Returning Officer.
- 66.4 Nominations must be presented to the Chief Returning Officer no later than seven (7) School Days before the date of the election. However, should only one person be nominated per position at the date set for closing nominations, the date of the closing of nominations for that post shall be extended for two (2) School Days and notice given thereof.
- 66.5 In the event that after an extension of two days there remains only one candidate per position, a vote of confidence shall be held for each candidate. The candidate must obtain a Simple Majority of the vote or else the position remains vacant.
- 66.6 Nominations for Board of Governors Members-at-Large must be signed by twenty-five (25) Regular Members and by the nominee.
- 66.7 Vacancies shall be filled as they occur during the year by the Board of Governors

SECTION VI REFERENDA

Article 67: Initiation of the Referendum Procedure

67.1 A referendum may be initiated by:

- 67.1.1 a Motion of the EUS Council or
- 67.1.2 a Motion of a General Assembly, or
- 67.1.3 a petition signed by the lesser of at least ten percent (10%) of the Regular Members or one hundred (100) Regular Members

67.2 In the case of a referendum initiated by a Motion of the EUS Council, the Motion calling for a referendum, along with the proposed referendum question, must be presented in writing at a meeting of the EUS Council. The Motion and question shall be inscribed on the agenda of the next meeting of the EUS Council and, if passed, the referendum question shall be put to the Regular Members

Article 68: Referendum Procedure

- 68.1 The Chief Returning Officer shall be responsible for conducting the referendum according to the Referendum Bylaws of the EUS
- 68.2 Notice of the referendum question, voting location, and voting hours must be posted and/or published no less than six (6) School Days before the voting is to take place.
- 68.3 A referendum shall only be considered valid if a minimum of fifteen percent (15%) of the Regular Members vote.
- 68.4 Only Regular Members shall be allowed to vote in a referendum of the EUS
- 68.5 A Simple Majority of voters shall be deemed sufficient to carry the referendum, unless a higher majority is called for in the Constitution, the Bylaws of the EUS, or in the Motion calling for the referendum.

Article 69: Effect of a Referendum

69.1 The result of a referendum is binding and takes precedence over decisions of the Board of Governors, the Executive Committee, the EUS Council, and General Assembly.

TITLE IV: THE CONSTITUTION

Article 70: Superseding Clause

70.1 This constitution supersedes and repeals all previous Constitutions of the EUS

Article 71: Coming into Force

71.1 This constitution came into force in 1974. Amendments to this constitution shall come into force four (4) weeks after the announcement of the official results of the referendum or as otherwise specified by the referendum question.

Article 72: Constitutional Amendments

72.1 Amendments to this constitution shall require a Two-Thirds (2/3) Majority in a referendum

Article 73: Interpretation

73.1 In the case of a disagreement in the interpretation of the English and French versions of this Constitution, the English version shall have precedence.

73.2 In the event of a conflict in the interpretation of the English version of this constitution, the conflict shall be submitted to the E.U.S Board of Governors., whose decision shall be final.

73.3 In the event of a conflict between the Terms of Reference of a Departmental Society and the Constitution and Bylaws of the EUS, the Constitution and Bylaws of the EUS shall take precedence.

Article 74: Definitions

74.1 The **Academic Year** shall begin the first day of classes of the Fall semester and end the last day of final examinations of the Winter semester as defined by the McGill calendar.

74.2 An **Alumnus** shall be a former Regular Member of the E.U.S who is no longer registered in an undergraduate engineering program at McGill University

74.3 The **Assembly** shall be any General Assembly of the EUS

74.4 A **Bylaw** shall be a set of legal rules adopted by the Board of Governors and ratified by a General Assembly or adopted by a General Assembly and ratified by the E.U.S Board of Governors for the governance of E.U.S legal affairs.

74.5 The **Board of Governors** shall be the Board of Directors of the EUS

74.6 The **Board Meeting** shall be defined as a meeting of the Board of Governors.

74.7 A **Chief Organizer** is defined as any person appointed to an EUS Organizing Committee or the Editorship of an EUS Publication.

74.8 A **Chief Organizing Position** shall be defined as any position held by a Chief Organizer.

74.9 A **Service Manager** is defined as any person appointed to an EUS Service Committee.

74.10 A **Managerial Position** shall be defined as a position held by a Service Manager.

74.11 A **Class** shall be used to describe all the student registered in the same educational year in one of the ten programs offered by the Faculty of Engineering, as listed in Article 21.1.2

74.12 A **Constituency** shall be defined as all students of a program or department who began their studies in that program or department during the Academic Year.

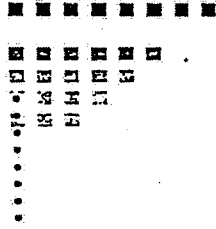
74.13 A **Constituent** shall be defined as a member of a Constituency.

74.14 **Council** shall be the Council of the EUS

74.15 A **Departmental Society** shall be a group of Regular Members who are representative of a particular program or department.

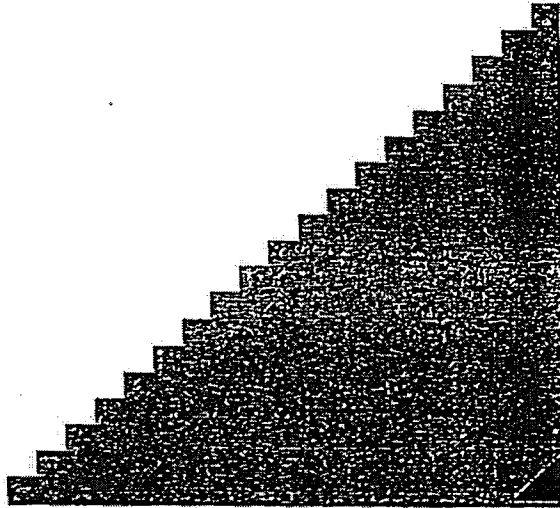
- 74.16 An **Engineering Senator** shall be defined as a student senator from the Faculty of Engineering who is a Regular Member of the EUS
- 74.17 The **EUS** shall be the Engineering Undergraduate Society of McGill University.
- 74.18 The **Executive Committee** shall be the Executive Committee of the EUS
- 74.19 **Financial Authority** shall describe the financial power held by the Board of Governors and Council over EUS affairs as described in the Financial Bylaws, Financial Policies and other Bylaws
- 74.20 A **General Assembly** is a meeting of the EUS in which any Regular Member of the EUS may vote.
- 74.21 A **Mandate of Formation** is the mandate stipulated by the Executive Committee upon formation of a Select Committee.
- 74.22 The **McGill Community** shall be defined as the staff, students, and faculty of the University.
- 74.23 A **Motion** shall be defined as a proposal formally made in a Board Meeting, Regular Meeting or General Assembly of the EUS
- 74.24 A **No Opinion** shall be counted as an abstention.
- 74.25 A **Policy** is intended to provide a set of rules for the conduct of EUS affairs
- 74.26 The **U0 Class** shall be those students entering the Faculty of Engineering as Undergraduate students not having met the Engineering program prerequisites.
- 74.27 **Quorum** shall be defined as the required attendance and conditions for a meeting of an official body of the EUS to be opened and for all subsequent transactions to be ratified.
- 74.28 **To Ratify** shall mean to pass or approve a Motion or appointment.
- 74.29 A **Regular Meeting** shall be any meeting of the EUS Council not otherwise stipulated.
- 74.30 **Resolution** shall be defined as a formal statement of opinion or determination of the EUS adopted by a Regular Meeting or Assembly of the EUS
- 74.31 A **School Day** shall be defined as any day when classes are held according to the McGill calendar.
- 74.32 The **Selection Period** is a designed period of time during which the Selection Committee must recommend to the EUS Council the Chief Organizers of the EUS
- 74.33 The **Senate** shall be defined as the Senate of McGill University (<http://mcgill.ca/senate>).
- 74.34 A Simple Majority is defined as fifty percent (50%) of votes cast in a Motion plus one. An abstention shall not count as a vote cast.
- 74.35 The *Society'* shall be the Engineering Undergraduate Society of McGill University (EUS).
- 74.36 The **Speaker** shall be the Speaker of Board of Governors, Council and General Assembly,
- 74.37 A **Special Meeting** shall be defined as any meeting called in the case of an emergency, in which notice thereof is given less than two School Days before the start of a meeting.
- 74.38 S.S.M.U. shall be the Student's Society of McGill University.
- 74.39 A **Two-Thirds (2/3) Majority** shall be defined as two-thirds (2/3) of votes cast. An abstention shall not count as a vote cast.
- 74.40 The **University** shall be McGill University of Montreal, Quebec, Canada.
- 74.41 An **Affiliate Organization** is any group within the McGill Community with which the EUS has a signed agreement of cooperation.
- 74.42 An **EUS Club** is an EUS affiliated group that has been approved by the Executive Committee as per the EUS Club Bylaws
- 74.43 A **Design Team** is an EUS affiliated group that has been approved by the Design Team Funding Committee as per the Design Team Funding Committee Bylaws
- 74.44 **The Clubs Space** shall be the club office located in McConnell 034.
- 74.45 **The EUS Clubs Council** shall be a regular meeting between all EUS Club and Design Team presidents and captains
- 74.46 Wherever a percentage of Regular Members is referred to in this Constitution or Bylaws, it is to be taken as a percentage of the most recent quarterly figure available from the Faculty of Engineering or the University Administration

Retrieved from "http://wiki.mcgilleus.ca/index.php?title=EUS_Constitution&oldid=42758"



ACCREDITATION

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



Québec, le 18 décembre 2001

Monsieur Jeremy O'Hara
Président
Association des étudiants et étudiantes
en génie de l'Université McGill
McConnel Engineering Building, Room # 7
3480, rue University,
Montréal (Québec) H3A 2K6

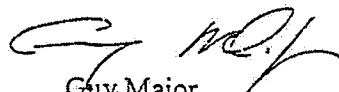
Objet : Demande d'accréditation pour le premier cycle de l'Association des
étudiants et étudiantes en génie de l'Université McGill

Monsieur le Président,

En suite à votre lettre du 9 novembre 2001 concernant l'objet en
rubrique, j'ai le plaisir d'accéder à votre requête et d'accréditer l'Association
des étudiants et étudiantes en génie de l'Université McGill, en application de
l'article 10.1 de la *Loi sur l'accréditation et le financement des associations
d'élèves ou d'étudiants (chapitre A-3.01)*. Avec cette accréditation, votre
association obtient le droit exclusif de représenter les étudiants et étudiantes de
premier cycle de la Faculté de génie auprès des instances de cet établissement.

Vous trouverez donc, avec la présente, le certificat d'accréditation
qui témoigne de la reconnaissance qui vous est désormais accordée en vertu de
la loi.

Espérant que le tout vous donnera satisfaction, je vous prie d'agréer,
Monsieur le Président, l'expression de mes sentiments les meilleurs.


Guy Major
Agent d'accréditation

c. c. M. John E. Gruzleski, doyen de la Faculté de génie
M. Bruce Shore, doyen des étudiants

p. j.

ACCREDITATION

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

et sa version anglaise

ENGINEERING UNDERGRADUATE SOCIETY OF MCGILL
UNIVERSITY

CONSIDÉRANT QU'une demande d'accréditation fondée sur l'article 10.1 de la *Loi sur l'accréditation et le financement des associations d'élèves ou d'étudiants (chapitre A-3.01)* a été déposée dans les délais requis par l'Association des étudiants et étudiantes en génie de l'Université McGill à l'égard des étudiants de premier cycle de la Faculté de génie de l'Université McGill;

CONSIDÉRANT QUE la requérante est incorporée en vertu de la Partie III de la Loi sur les compagnies (L.R.Q., chapitre C-38);

CONSIDÉRANT QUE la requérante a obtenu, lors d'un vote au scrutin secret, la majorité des voix exprimées par les étudiants de premier cycle de la faculté concernée, et que cette majorité représente au moins 25 pour cent des étudiants de premier cycle inscrits à cet établissement;

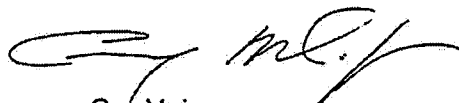
CONSIDÉRANT QUE les étudiants visés par la requête sont des étudiants de premier cycle, qui constituent un groupe distinct d'étudiants au sens de l'article 2.1 de la loi;

CONSIDÉRANT QUE la Faculté de génie de l'Université McGill est un établissement d'enseignement au sens de la loi ;

CONSIDÉRANT QUE les déclarations contenues dans la demande de la requérante ont été vérifiées et que toutes les conditions prévues dans la loi et les procédures prescrites ont été respectées;

POUR CES MOTIFS et en vertu des pouvoirs qui me sont conférés par le ministre de l'Éducation, j'accorde l'accréditation à l'Association des étudiants et étudiantes en génie de l'Université McGill et je lui reconnais le droit exclusif de représenter l'ensemble des étudiants de premier cycle de la Faculté de génie l'Université McGill auprès des instances de cette faculté.

Fait à Québec, le 18 décembre 2001



Guy Major
Agent d'accréditation

Québec, le 18 décembre 2001

Monsieur John E. Gruzleski
Doyen
Faculté de génie de l'Université McGill
Macdonald Engineering Building, suite 382
817, rue Sherbrooke Ouest
Montréal (Québec) H3A 2K6

Objet : Accréditation de l'Association des étudiants et étudiantes en génie de
l'Université McGill

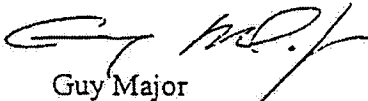
Monsieur le Doyen,

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

Avec cette accréditation, l'association détient désormais le droit exclusif de représenter tous les étudiants de premier cycle de la Faculté de génie auprès des instances de cet établissement et lui confère les droits prévus à la section V du chapitre III de même qu'au chapitre V de la loi précitée.

Je vous rappelle qu'aux termes de l'article 18 de la loi, l'établissement d'enseignement concerné a l'obligation d'afficher la décision de l'agent d'accréditation, accompagnée d'un avis informant les étudiants intéressés des procédures d'appel. À cet effet, vous trouverez ci-joint copie des articles de loi pertinents.

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


Guy Major
Agent d'accréditation

c. c. Monsieur Jeremy O'Hara, président de l'EUS
Monsieur Bruce Shore, doyen des étudiants

p. j. (3)

Enseignement supérieur
Direction générale du financement et de l'équipement
Direction du financement et du contrôle
1035, rue De La Chevrotière, 19^e étage
Québec (Québec) G1R 5A5

Télécopieur : (418) 646-8462

Registraire
des entreprises

Québec 

Rechercher une entreprise au registre

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

Renseignements en date du 2017-08-14 16:22:57

État des informations

Identification de l'entreprise

| | |
|--------------------------------------|--|
| Numéro d'entreprise du Québec (NEQ) | 1144071959 |
| Nom | ASSOCIATION DES ETUDIANTS ET ETUDIANTES EN GENIE DE L'UNIVERSITE MCGILL |
| Version du nom dans une autre langue | THE ENGINEERING UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY INC. |

Adresse du domicile

| | |
|---------|---|
| Adresse | 3480 RUE University Montreal Québec H3A0E9 Canada |
|---------|---|

Adresse du domicile élu

| | |
|---------------------|---|
| Nom de l'entreprise | The Engineering Undergraduate Society of McGill |
|---------------------|---|

| | |
|---------|--|
| Adresse | 3480-3480 rue University Montréal (Québec) H3A0E9 Canada |
|---------|--|

Immatriculation

| | |
|-------------------------------|--|
| Date d'immatriculation | 1995-03-23 |
| Statut | Immatriculée |
| Date de mise à jour du statut | 1995-03-23 |
| Date de fin de l'existence | Aucune date de fin d'existence n'est déclarée au registre. |

Forme juridique

| | |
|-------------------------|--|
| Forme juridique | Personne morale sans but lucratif |
| Date de la constitution | 1990-04-06 Constitution |
| Régime constitutif | QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C. C-38) |
| Régime courant | |

QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C. C-38)

Dates des mises à jour

| | |
|---|-----------------|
| Date de mise à jour de l'état de renseignements | 2017-05-17 |
| Date de la dernière déclaration de mise à jour annuelle | 2017-05-17 2017 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2017 | 2017-11-01 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2016 | 2016-11-01 |

Faillite

L'entreprise n'est pas en faillite.

Fusion et scission

Aucune fusion ou scission n'a été déclarée.

Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

Liquidation ou dissolution

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

Activités économiques et nombre de salariés

1^{er} secteur d'activité

| | |
|----------------------------------|--|
| Code d'activité économique (CAE) | 9839 |
| Activité | Autres associations professionnelles |
| Précisions (facultatives) | METTRE EN OEUVRE DES PROGRAMMES ACADÉMIQUES, CULTURELS ET AUTRES ETC... |

2^e secteur d'activité

Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec
De 1 à 5

Administrateurs, dirigeants et fondé de pouvoir

Liste des administrateurs

| | |
|----------------|---------|
| Nom de famille | MC AVOY |
|----------------|---------|

| | |
|----------------------------|--|
| Prénom | JESSICA |
| Date du début de la charge | 2017-05-01 |
| Date de fin de la charge | |
| Fonctions actuelles | Président |
| Adresse | 3-3546 rue Aylmer Montréal (Québec) H2X2B8 Canada |

| | |
|----------------------------|--|
| Nom de famille | THOMLISON |
| Prénom | GREGORY (ALEC) THOMLISON |
| Date du début de la charge | 2017-05-01 |
| Date de fin de la charge | |
| Fonctions actuelles | Vice-président |
| Adresse | 3851 rue Saint-Urbain Montréal (Québec) H2W1T6 Canada |

| | |
|----------------------------|---|
| Nom de famille | HALABI |
| Prénom | KAREEM |
| Date du début de la charge | 2017-05-01 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse | 1004-3455 rue Durocher Montréal (Québec) H2X2C9 Canada |

| | |
|----------------------------|--|
| Nom de famille | SLAYMAKER |
| Prénom | AMARA |
| Date du début de la charge | 2017-05-01 |
| Date de fin de la charge | |
| Fonctions actuelles | Secrétaire |
| Adresse | 426-350 rue Prince-Arthur O Montréal (Québec) H2X3R4 Canada |

Dirigeants non membres du conseil d'administration

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

Établissements

Aucun établissement n'a été déclaré.

Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

Index des documents**Documents conservés**

| Type de document | Date de dépôt au registre |
|--|---------------------------|
| DÉCLARATION DE MISE À JOUR ANNUELLE 2017 | 2017-05-17 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2016 | 2016-08-24 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2015 | 2015-10-07 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2014 | 2014-05-21 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2013 | 2013-06-05 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2012 | 2012-06-13 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2011 | 2011-07-25 |
| Déclaration annuelle 2010 | 2010-08-05 |
| Déclaration annuelle 2009 | 2009-08-13 |
| Déclaration annuelle 2008 | 2008-11-20 |
| Déclaration annuelle 2007 | 2007-11-28 |
| Déclaration annuelle 2006 | 2006-10-30 |
| Déclaration annuelle 2005 | 2005-11-22 |
| Déclaration annuelle 2004 | 2004-12-13 |
| Déclaration annuelle 2003 | 2003-11-25 |
| Déclaration annuelle 2002 | 2002-11-12 |
| Déclaration annuelle 2001 | 2001-10-25 |
| Déclaration annuelle 2000 | 2000-12-12 |
| Déclaration annuelle 1999 | 2000-03-07 |
| Déclaration annuelle 1998 | 1998-11-18 |
| Déclaration modificative | 1998-10-22 |
| Déclaration annuelle 1997 | 1998-05-06 |
| Déclaration annuelle 1996 | 1997-02-18 |
| Déclaration annuelle 1995 | 1997-02-13 |
| Avis de défaut | 1996-06-08 |
| Déclaration d'immatriculation | 1995-03-23 |

Index des noms

Date de mise à jour de l'index des noms 2003-11-25

Nom

| Nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|----------------------------|---------------------------------------|------------|
| ASSOCIATION DES ETUDIANTS ET ETUDIANTES EN GENIE DE L'UNIVERSITE MCGILL | THE ENGINEERING UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY INC. | 1990-04-06 | | En vigueur |

Autres noms utilisés au Québec

| Autre nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|-----------|---------------------------------------|----------------------------|---------------------------------------|-----------|
|-----------|---------------------------------------|----------------------------|---------------------------------------|-----------|

| | | |
|-------------------------|------------|---------------|
| COPI-EUS | 1995-03-23 | En vigueur |
| EUS GENERAL STORE | 1995-03-23 | En vigueur |
| FROSTBITE | 1995-03-23 | En vigueur |
| LA CRÈMERIE FROSBITE | 2003-11-25 | En vigueur |
| LE MAGASIN GÉNÉRAL | 2003-11-25 | En vigueur |

Québec 

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2017-2018 - McGill

CERTIFICATE OF INSURANCE

Aon Reed Stenhouse Inc.
700, De La Gauchelière Street West
Suite 1800
Montréal, Québec H3B 0A4
Tel.: 514 842-5000 Fax: 514 842-3456

Holder
McGill University
Risk Management & Insurance Department
845 Sherbrooke Street West
Suite 524
Montréal, QC H3A 2T5

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured
Engineering Undergraduate Society of McGill University
3480 University Street
McConnell Engineering Building
Ground Floor, Room #7
Montréal, QC H3A 2K6

COVERAGE

Commercial general Liability

| | | | |
|---|------------------|-----------------|----------------|
| Insurer: | Market (Lloyd's) | | |
| Policy # : | 134825 | | |
| Effective : | March 15, 2017 | Expiry : | March 15, 2018 |
| Perils Insured : | | | Limits |
| Bodily Injury and Property Damage - Each Occurrence | | | \$1,000,000 |
| Annual Aggregate, Products and Completed Operations | | | \$1,000,000 |
| Personal Injury | | | \$1,000,000 |
| Tenant's Legal Liability | | | \$250,000 |

Property

| | | | |
|-------------------------------|-----------------------------------|-----------------|----------------|
| Insurer: | Aviva Insurance Company of Canada | | |
| Policy # : | ACA470410 | | |
| Effective : | March 15, 2017 | Expiry : | March 15, 2018 |
| Perils Insured : | | | Limits |
| Property of every description | | | \$255,000 |
| Extra expense | | | \$50,000 |

Additional Insured


Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in the certificate.

The Royal Institution for the Advancement of Learning and McGill University where required by written contract or written agreement with respect to Commercial General Liability only

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO THE INSURED. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Aon Reed Stenhouse Inc.

Date : March 17, 2017
Issued by : Linda Ponzi
Tel : 514 840-7797



Signature

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE



Financial statements of
Engineering Undergraduate
Society of McGill University Inc.

April 30, 2017

| | |
|--|-----|
| Independent Auditor's Report | 1-2 |
| Statement of operations | 3 |
| Statement of changes in net assets | 4 |
| Statement of financial position | 5 |
| Statement of cash flows | 6 |
| Notes to the financial statements | 7-9 |

Independent Auditor's Report

To the Engineering Undergraduate Society of
McGill University Inc.

We have audited the accompanying financial statements of the Engineering Undergraduate Society of McGill University Inc. which comprise the statement of financial position as at April 30, 2017, and the statements of operations, changes in net assets and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified audit opinion.

Basis for Qualified Opinion

In common with many not-for-profit organizations, the Engineering Undergraduate Society of McGill University Inc. derives revenue from social activities, the completeness of which is not susceptible to satisfactory audit verification. Accordingly, the audit of these revenues was limited to the amounts recorded in the records of the Engineering Undergraduate Society of McGill University Inc. Therefore, we were not able to determine whether any adjustments might be necessary to total revenue, (deficiency) excess of revenue over expenses, and cash flows from operations for the years ended April 30, 2017 and 2016, current assets and deferred contributions as at April 30, 2017 and 2016, and net assets as at April 30, 2017, April 30, 2016 and May 1, 2015. Our audit opinion on the financial statements for the year ended April 30, 2016, was modified accordingly because of the possible effects of this limitation in scope.

Qualified Opinion

In our opinion, except for the possible effects of the matter described in the Basis for Qualified Opinion paragraph, the financial statements present fairly, in all material respects, the financial position of the Engineering Undergraduate Society of McGill University Inc. as at April 30, 2017, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Deloitte LLP

November 2, 2017

¹ CPA auditor, CA, public accountancy permit No. A133206

Engineering Undergraduate Society of McGill University Inc.**Statement of operations**

Year ended April 30, 2017

| | <u>2017</u> | <u>2016</u> |
|---|------------------|-------------|
| | \$ | \$ |
| Revenue | 1,542,441 | 1,465,914 |
| Expenses | | |
| Social activities | 492,657 | 513,600 |
| Services | 248,280 | 250,536 |
| Departmental | 229,810 | 202,196 |
| Clubs and design team | 274,242 | 165,685 |
| Office | 81,632 | 83,934 |
| External | 109,731 | 76,586 |
| Professional fees | 50,996 | 52,154 |
| Publications | 9,061 | 16,310 |
| Student fees expenses | 23,057 | 22,482 |
| Athletics | 6,724 | 11,657 |
| Philanthropic | 10,364 | 19,270 |
| Interest and bank charges | 4,016 | 3,506 |
| Amortization | 27,663 | 22,943 |
| | <u>1,568,233</u> | 1,440,859 |
| (Deficiency) excess of revenue over expenses | (25,792) | 25,055 |

The accompanying notes are an integral part of the financial statements.

Engineering Undergraduate Society of McGill University Inc.**Statement of changes in net assets**

Year ended April 30, 2017

| | 2017 | | | 2016 | |
|--|---|----------------------------------|---------------------|-----------------|--------------|
| | Invested in capital assets | Internally restricted | Unrestricted | Total | Total |
| | \$ | \$ | \$ | \$ | \$ |
| Balance, beginning of year | 99,561 | — | 301,260 | 400,821 | 375,766 |
| (Deficiency) excess of revenue over expenses | (27,663)* | — | 1,871 | (25,792) | 25,055 |
| Transfer | — | 200,000 | (200,000) | — | — |
| Purchase of capital assets | 18,600 | — | (18,600) | — | — |
| Balance, end of year | 90,498 | 200,000 | 84,531 | 375,029 | 400,821 |

* Amortization of capital assets

The accompanying notes are an integral part of the financial statements.

Engineering Undergraduate Society of McGill University Inc.

Statement of financial position

As at April 30, 2017

| | Notes | 2017 | 2016 |
|--|-------|----------------|---------|
| | | \$ | \$ |
| Assets | | | |
| Current assets | | | |
| Cash | | 123,304 | 344,444 |
| Investment | | | |
| Guaranteed investment certificate, maturing in October 2017, bearing interest at 0.9% | | 10,000 | — |
| Accounts receivable | | 226,756 | 192,637 |
| Inventories | | 16,493 | 15,320 |
| Prepaid expenses | | 41,729 | 28,692 |
| | | 418,282 | 581,093 |
| Investments in mutual funds | 3 | 200,000 | — |
| Capital assets | 4 | 90,498 | 99,561 |
| | | 708,780 | 680,654 |
| Liabilities | | | |
| Current liabilities | | | |
| Accounts payable and accrued liabilities | | 47,258 | 68,807 |
| Deferred contributions | 5 | 286,493 | 211,026 |
| | | 333,751 | 279,833 |
| Commitments | 6 | | |
| Net assets | | | |
| Invested in capital assets | | 90,498 | 99,561 |
| Internally restricted | 3 | 200,000 | — |
| Unrestricted | | 84,531 | 301,260 |
| | | 375,029 | 400,821 |
| | | 708,780 | 680,654 |

The accompanying notes are an integral part of the financial statements.

Approved by the Board

 _____, Director

_____ , Director

Engineering Undergraduate Society of McGill University Inc.**Statement of cash flows**

Year ended April 30, 2017

| | <u>2017</u> | <u>2016</u> |
|--|------------------|-------------|
| | \$ | \$ |
| Operating activities | | |
| (Deficiency) excess of revenue over expenses | (25,792) | 25,055 |
| Adjustment for: | | |
| Amortization | 27,663 | 22,943 |
| Write-off of accounts receivable | 10,151 | — |
| | 12,022 | 47,998 |
| Changes in non-cash working capital items | | |
| Accounts receivable | (44,270) | (120,045) |
| Inventories | (1,173) | 2,477 |
| Prepaid expenses | (13,037) | (5,135) |
| Accounts payable and accrued liabilities | (21,549) | 26,343 |
| Deferred contributions | 75,467 | 75,703 |
| | 7,460 | 27,341 |
| Investing activities | | |
| Purchase of investments | (210,000) | — |
| Purchase of capital assets | (18,600) | (24,392) |
| | (228,600) | (24,392) |
| Net (decrease) increase in cash | (221,140) | 2,949 |
| Cash, beginning of year | 344,444 | 341,495 |
| Cash, end of year | 123,304 | 344,444 |

The accompanying notes are an integral part of the financial statements.

Engineering Undergraduate Society of McGill University Inc.

Notes to the financial statements

April 30, 2017

1. Purpose and incorporation of the Society

Engineering Undergraduate Society of McGill University Inc. (the "Society") is a not-for-profit organization whose membership is limited to regularly registered undergraduate McGill University engineering students. The Society's purpose is to provide various services and activities to its members. The Society was incorporated under Part III of the *Québec Companies Act* as a not-for-profit organization without share capital on April 6, 1990. The Society is exempt from tax under provisions of the *Income Tax Act*.

2. Accounting policies

The financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations and reflect the following significant accounting policies:

Revenue recognition

The Society applies the deferral method to account for revenue. Restricted revenue is recognized as revenue in the year in which the related expenses are incurred. Unrestricted revenue is recognized as revenue when received or receivable if the amount to be receivable can be reasonably estimated and collection is reasonably assured.

Financial instruments

Financial assets and financial liabilities are initially recognized at fair value when the Society becomes a party to the contractual provisions of the financial instrument. Subsequently, all financial instruments are measured at amortized cost, except for the investments, which are measured at fair value at the statement of financial position date. Fair value fluctuations, including interest earned, interest accrued, gains and losses realized on disposal and unrealized gains and losses are included as revenue in the statement of operations.

Transaction costs related to financial instruments measured at fair value are expensed as incurred.

The Society recognizes in the statements of operations an impairment loss, if any, when it determines that a significant adverse change has occurred during the period in the expected timing or amount of future cash flows. When the extent of impairment of a previously written-down asset decreases, and the decrease can be related to an event occurring after the impairment was recognized, the previously recognized impairment loss shall be reversed in the statements of operations in the period the reversal occurs.

Inventories

Inventories, which consist of finished goods, are valued at the lower of cost or net realizable value. Cost is determined on a specific identification basis. Net realizable value is the estimated selling price, less the estimated cost necessary to make the sale. The inventories recognized as an expense during the year amounted to \$92,921 (\$102,854 in 2016).

Capital assets

The capital assets are recorded at cost. Amortization is based on the estimated useful life of the item using the following methods, rates or term:

| | | |
|-------------------------|-------------------|-------------------|
| Furniture and equipment | Declining balance | 20% |
| Computers | Declining balance | 30% |
| Leasehold improvements | Straight-line | Term of the lease |

Engineering Undergraduate Society of McGill University Inc.

Notes to the financial statements

April 30, 2017

2. Accounting policies (continued)

Volunteer services

The Society benefits from substantial services in the form of volunteer time. Due to the difficulty of determining their fair value, volunteer services are not recorded in these financial statements.

Use of estimates

The preparation of financial statements in conformity with Canadian accounting standards for not-for-profit organization requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

3. Investments in mutual funds

The investments in mutual funds have been internally restricted and will be used for capital expenses, renovations and improvements, and long-term financial stability.

4. Capital assets

| | 2017 | | 2016 |
|-------------------------|----------------|--------------------------|----------------|
| | Cost | Accumulated amortization | Net book value |
| | \$ | \$ | \$ |
| Furniture and equipment | 175,840 | 111,515 | 64,325 |
| Computers | 148,474 | 141,949 | 6,525 |
| Leasehold improvements | 55,043 | 35,395 | 19,648 |
| | 379,357 | 288,859 | 90,498 |
| | | | 67,899 |
| | | | 8,414 |
| | | | 23,248 |
| | | | 99,561 |

5. Deferred contributions

Deferred contributions relate to restricted contributions received in the current period related to expenses of subsequent periods.

| | 2017 | | | | | | | | | 2016 | |
|------------------------------------|----------|----------|------------|------------|----------|-----------|--------------|----------------|----------------|-----------|-----------|
| | Civil | Chemical | Electrical | Mechanical | Mining | Materials | Architecture | Bioengineering | Club and other | Total | Total |
| | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Balance, beginning of year | (611) | (3,977) | 19,453 | 4,538 | 9,167 | 2,036 | 8,618 | — | 171,802 | 211,026 | 135,323 |
| Contribution received | 31,331 | 26,524 | 54,735 | 40,883 | 23,297 | 26,563 | 33,469 | 337 | 317,678 | 554,817 | 328,103 |
| Less: amount recognized as revenue | (29,183) | (18,946) | (57,235) | (38,366) | (23,445) | (21,407) | (41,368) | (95) | (249,305) | (479,350) | (252,400) |
| Balance, end of year | 1,537 | 3,601 | 16,953 | 7,055 | 9,019 | 7,192 | 719 | 242 | 240,175 | 286,493 | 211,026 |

Engineering Undergraduate Society of McGill University Inc.

Notes to the financial statements

April 30, 2017

6. Commitments

The Society rents equipment under an operating lease, which expires October 2021, and for which minimum lease payments total \$136,562. The minimum rentals payable under the lease are as follows:

| | \$ |
|------|--------|
| 2018 | 30,347 |
| 2019 | 30,347 |
| 2020 | 30,347 |
| 2021 | 30,347 |
| 2022 | 15,174 |

7. Financial instruments

Credit risk

The Society does not have a significant exposure to credit risk as the majority of its revenue has been collected within the normal terms.

Market risk

Market risk is the risk that investments in mutual funds are exposed to, caused by changes in interest rates, exchange rates, stock exchange indicators and the level of volatility of these rates and indicators.

Interest rate risk

The investment in a guaranteed investment certificate bears interest at a fixed rate. Accordingly, a change in market interest rates will affect the fair value of this investment.

8. Comparative figures

Certain comparative figures have been reclassified to conform to the current year's presentation.

