

MEMORANDUM OF UNDERSTANDING

Made this the 31st day of May, 2018.

BETWEEN:

UNIVERSITY OF WINDSOR

(hereafter "the University")

- and -

UNIVERSITY OF WINDSOR STUDENTS' ALLIANCE

("the UWSA")

(Hereinafter UWSA and the University are collectively referred to as the "Parties")

WHEREAS Students are central to all of the work of both the University and the UWSA;

WHEREAS the University and the UWSA share common values, including making the University experience the best it can be for Students, prioritizing the active voice and representation of Students in University decision-making and activities, and shaping the student experience to best serve the Students;

WHEREAS the University and the UWSA seek to continue their excellent partnership to enhance their effectiveness on the basis of these shared values;

WHEREAS the University and the UWSA are each committed to enhancing the reputation of the University;

AND WHEREAS this partnership is based on the principles of strategic cooperation, respect and understanding, openness and trust, mutual support and commitment, independence, and accountability;

Now THEREFORE the University and the UWSA agree as follows:

1. DEFINED TERMS

In this Memorandum of Understanding,

- **"Board of Governors"** or **"Board"** means the Board of Governors of the University;
- **"Executive Officers"** means, in the context of the UWSA, the President and Vice-Presidents of the UWSA, and in the context of the University, the President and appropriate members of the University's Senior Administration;
- **"Fees"** means the compulsory ancillary fees levied by the UWSA, authorized by the Students and approved by the University's Board of Governors, to be assessed and collected by the University and remitted to the UWSA;

- **“Memorandum”** means this Memorandum of Understanding between the University of Windsor and the UWSA;
- **“Senate”** means the Senate of the University;
- **“Student”** means any current member of the UWSA, as defined within the by-laws of the UWSA;
- **“Student Centre”** means the Student Centre of the University, as governed by the Student Centre Management Agreement;
- **“Student experience”** means the activities and issues related to students and their engagement with the University;
- **“University”** means the University of Windsor, a post-secondary institution duly incorporated and organized under the University of Windsor Act, 1962-63; and,
- **“UWSA”** means the University of Windsor Students’ Alliance, an independent student-governed and operated non-profit organization incorporated under the *Corporations Act*, 1990 (Ontario).

2. **RECOGNITION**

The University acknowledges the UWSA as a major stakeholder and the autonomous body representing all full-time undergraduate Students at the University. Its purpose is to represent, serve, and advocate for Students.

3. **STUDENT LIFE**

3.1 **Student Experience**

The Parties are each committed to developing and enhancing all aspects of the student experience.

3.2 **Student Engagement**

The Parties are each committed to participation by Students in as many decisions as reasonably related to their student experience.

3.3 **Student Services**

Where the University intends to withdraw an existing service for Students, the Parties will consult with each other at an early stage to ensure that such withdrawal does not compromise the reliable and suitable provision of essential Student services.

3.4 **Mutual Responsibility**

The Parties agree to share information to ensure the best possible services are provided to Students, with such information subject to strict compliance with privacy and data protection legislation.

4. **STUDENT REPRESENTATION**

4.1 In recognition of their shared commitment to student representation in University decision-making, the Parties acknowledge that there will be:

- (a) Student representation on the University of Windsor Board of Governors and Senate, and their committees, as prescribed in the Acts and Bylaws of those University governing bodies;

- (b) Representation from Student members on major bodies and committees of the University that may directly or indirectly affect Students, where reasonably possible;
- (c) These student members will be elected or appointed in accordance with the by-laws, policies, and/or normal practices of the UWSA.

5. OPENNESS AND TRUST

5.1 In recognition of their shared commitment to mutual trust and openness, the Parties agree to hold regular meetings throughout the year, including (but not necessarily limited to):

- (a) An introductory meeting, held in May, to introduce and review this Memorandum, any long-term goals and any significant capital projects for the upcoming academic year;
- (b) Quarterly meetings between the Presidents of both Parties;
- (c) Quarterly meetings between the Executive Officers of both Parties;
- (d) Monthly meetings between the University Vice President Academic and the UWSA Vice President Student Advocacy, or equivalent successor positions thereto;
- (e) Monthly meetings between the University Associate Vice President Student Experience and the UWSA Vice President Student Services, or equivalent successor positions thereto; and,
- (f) A final meeting, held in April, to review the successes and challenges of the partnership over the year and introduce the incoming UWSA Executive Officers.

5.2 These meetings will take place at a time at which the Parties or their representatives are available, and may occur in more or less frequency if mutually agreed upon.

5.3 These meetings will be an opportunity to informally communicate 1) areas of concern and/or areas of potential collaboration and partnership; 2) tuition and other fee matters; 3) plans for referendums to be held of a financial or non-financial nature; and 4) any other area of mutual interest.

5.4 It will be the responsibility of the University to schedule these meetings.

6. ACCOUNTABILITY

6.1 Mutual Commitment

The Parties are each committed to the shared principle of accountability.

6.2 UWSA

The UWSA is accountable to its Students for the way in which it represents them. The UWSA agrees to conduct itself in a manner that:

- (a) is compliant with applicable law; and
- (b) does not willfully depart from its own organizational documents, by-laws, policies, procedures and rules.

6.3 University

The University is accountable to its Students, through the UWSA, for the way in which it shapes education for Students and the student experience.

7. FINANCIAL

7.1 Remittance of Fees

The University will remit ninety percent (90%) of the Fees, net of bad debt expense, to the UWSA within seventy-five (75) days after the payment due date for Fees from the Students with the remaining ten percent (10%) of the Fees within one hundred (100) days. With each payment of Fees, the University will provide a Fee statement to the UWSA that sets out enrollment numbers used to calculate the Fees, the bad debt expense, and the amount of the Fees. Best efforts will be made to provide Fee detail broken down by Faculty.

7.2 Withholding of Fees

The payment of Fees may only be withheld by the University if the UWSA is found to be in breach of this Memorandum or applicable law, either following the conclusion of the process outlined in Section 8. *Dispute Resolution*, or a finding of such breach by a court of law. For clarity, the University shall not temporarily suspend or delay payment of Fees pending the resolution of any Claim (as defined herein) pursuant to Section 8. Furthermore, the payment of Fees may only be withheld if no other remedy would be sufficient to counter the effects of the breach.

7.3 Annual Report

The UWSA will make available to the President of the University a copy of the UWSA's audited financial statements within six (6) months after each financial year-end of the UWSA.

8. STUDENT CENTRE MANAGEMENT

8.1 Purpose

The Parties agree that the Student Centre should be managed for the benefit of the University's students, in support of the activities of the University's students, and in accordance with the Student Centre Management Agreement ("the Management Agreement") among the University, the UWSA, and the Organization of Part-time University Students ("the OPUS").

8.2 Management Agreement

The Parties agree that the Management Agreement should be reviewed and, as appropriate, revised so that the University, the UWSA, and the OPUS can be satisfied that the Student Centre building and activities organized in the building are being operated in a manner that benefits the University's students and supports their activities.

9. DISPUTE RESOLUTION

9.1 All disputes, questions, and claims (collectively the "Claims") relating to, or arising under, this Memorandum shall be disposed of by a compulsory three-step process, being: 1) Negotiation, 2) Mediation 3) Arbitration, as follows:

9.2 Either Party with a Claim may serve a Notice on the other Party (the "Notice") setting out the nature and details of the Claim and the Parties shall in good faith enter into

negotiations to resolve the said Claim. If any Claim fails to be resolved within sixty (60) days of the service of the Notice, either Party may seek mediation in respect of the Claim.

9.3 In the event that the Parties fail to resolve the Claim within ninety (90) days of the Notice any Party may submit the Claim to binding arbitration pursuant to the Arbitration Act (Ontario).

9.4 The Parties agree that they will each be responsible for the costs of their own legal counsel and personal travel. Fees and expenses of mediators, arbitrators and all administrative costs of mediation and arbitration, such as the cost of a meeting room, if any, shall be borne equally by the Parties.

10. REVIEW AND AMENDMENT

10.1 The Parties agree that this Memorandum will remain in effect until it is amended by written consent of the duly authorized representatives of the Parties.


10.2 The Parties agree that should a Party wish to dissolve this Memorandum, written Notice must be provided no less than ninety (90) days in advance, without prejudice to any rights that have accrued under this Memorandum, to the other Party.

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APPROVAL

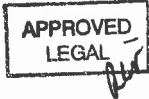
IN WITNESS WHEREOF the undersigned Parties hereto agree to this Memorandum of Understanding as and from the date provided.

University of Windsor



Dr. Alan Wildeman
President & Vice-Chancellor

June 6/2018
Date




University of Windsor



Sandra Aversa
Vice-President, Planning and Administration

June 06/18
Date


University of Windsor Students' Alliance



Jeremiah Bowers
President

June 06/2018
Date

University of Windsor Students' Alliance



Sheldon Harrison
Vice President, Finance and Operations

6/7/2018
Date