

**GSA Council
SPECIAL MEETING
12 March 2012 Agenda**

I: Approval of Agenda

II: Presentation

1. PAW Centre Agreement (Roy Coulthard, President) **(attached)**

III: Action Items

1. PAW Centre Agreement (moved by R Coulthard/N Yousefi) **(attached)**

IV: Adjournment

THIS AGREEMENT dated effective this ___ day of _____, 2012

BETWEEN:

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
(the “University”)

-and-

THE STUDENTS’ UNION OF THE UNIVERSITY OF ALBERTA
(the “Students’ Union”)

-and-

THE GRADUATE STUDENTS’ ASSOCIATION OF THE UNIVERSITY OF ALBERTA
(the “GSA”)

PHYSICAL ACTIVITY AND WELLNESS (PAW) CENTRE
PROJECT AGREEMENT

WHEREAS:

- A. The Parties share a mission to promote the holistic wellness and sustainability of the campus community, through the provision of space, facilities, and programs that provide for physical, social, and associated activities, including larger and more modern fitness facilities (the “Shared Mission”);
- B. The Parties have agreed to the construction of the PAW Centre and the renovation of the Other Renovated Areas in order to further the Shared Mission; and
- C. The Parties wish to set out the principles governing the establishment of the PAW Centre and renovation of the Other Renovated Areas, and their respective obligations and contributions to the planning, design, construction/renovation, commissioning, funding, maintenance and ongoing operations of the PAW Centre and the Other Renovated Areas.
- D. The following principles (collectively being the “Agreement Principles”) are key in the development and implementation of this Agreement:
 - i. University decision making is inherently based on a collegial relationship;
 - ii. When meetings are conducted between presidents of the Students’ Union and GSA and senior administration of the University, Parties are treated as equals at the table;

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- iii. There exists equality and respect for the University as an institution, and what it is about;
 - iv. The University resolves disputes internally whenever possible;
 - v. There exists a right of recourse on decisions to the Provost and Vice-President (Academic), as set out in further detail in this Agreement;
 - vi. This Agreement has been drafted by building upon the principles set out in the Referenda passed by the memberships of the Associations and attached in Schedule A-3; it is the parties' intention that this Agreement be consistent with, and provide further context and details in relation to, those principles;
 - vii. Revenue derived from any operation of, and delivery of programs within, the PAW Centre and Other Renovated Areas by the University over and above operating costs or costs of delivering the program, respectively (and for greater clarity, rental fees payable by Campus Recreation in the normal course of operations to another unit of the University shall be included in the calculation of such costs), shall be dedicated to the payment of operating and capital repair/replacement costs of the PAW Centre and Other Renovated Areas during the Term hereof;
 - viii. No portion of the revenue generated from the Fee, nor the Student Contributions Loan, nor any interest earned or accruing on such funds, may be used to fund any portion of the Project consisting of the Academic and Research Areas;
 - ix. From and after the Acceptance Date, no modifications of the Student Focused Areas resulting in a substantial reduction of usable area or a substantial reduction of functionality of an area shall be made without the agreement of the Associations, other than in accordance with section 11.01 or section 12 of this Agreement; and
 - x. The primary focus of the operation of the Project is to provide health, activity and wellness services to Students that are of the highest quality possible, subject always to the efficient and prudent financial operations of the Project.

NOW THEREFORE in consideration of the above, the payment of \$1.00 by the Associations to the University and by the University to the Associations and other good and valuable consideration, the receipt, sufficiency and benefit of which is hereby acknowledged by each of the Parties, each of the Parties agrees with each of the other Parties as follows:

INTERPRETATION

1.01 Definitions

The definitions set forth in **Schedule A-1 (Definitions)** to this Agreement shall govern the meaning of all defined terms used in this Agreement, unless there is something in the subject matter or context that is expressly inconsistent therewith.

1.02 Construction and Interpretation

In this Agreement, including the recitals, Schedules and appendices to this Agreement, except where expressly stated to the contrary or the context otherwise requires, the construction and interpretation of provisions shall be in accordance with **Schedule A-2 (Interpretation and General Contractual Terms)**.

1.03 Schedules

All Schedules are included in and form part of this Agreement. The following schedules form part of this Agreement:

Schedule A-1 – Definitions
Schedule A-2 – Interpretation and General Contractual Terms
Schedule A-3 – Referendum Questions
Schedule B-1 – Functional Requirements
Schedule B-2 – Amendments to Design Development Report
Schedule C-1 – Operational Requirements
Schedule D-1 – Form of Lease Agreement
Schedule E-1 – Committee Procedures
Schedule F-1 – Conflict and Dispute Resolution Procedure

1.04 Conflicting Provisions

If there is any conflict between:

- a. the Agreement Principles and any portion of the main body of this Agreement and any of the Schedules hereto, the Agreement Principles shall prevail;
- b. the main body of this Agreement and any of the Schedules hereto other than **Schedule B-1 (Functional Requirements)**, **Schedule C-1 (Operational Requirements)** or **Schedule D-1 (Form of Lease Agreement)**, the provisions of the main body of this Agreement shall prevail;
- c. the main body of this Agreement and **Schedule B-1 (Functional Requirements)**, **Schedule C-1 (Operational Requirements)** or **Schedule D-1 (Form of Lease Agreement)**, the provisions of **Schedule B-1 (Functional Requirements)**, **Schedule C-1 (Operational Requirements)**, or **Schedule D-1 (Form of Lease Agreement)** as the case may be, shall prevail;
- d. **Schedule B-1 (Functional Requirements)**, and **Schedule C-1 (Operational Requirements)**, **Schedule B-1 (Functional Requirements)** shall prevail;

- e. **Schedule D-1 (Form of Lease Agreement) and either Schedule B-1 (Functional Requirements) or Schedule C-1 (Operational Requirements), Schedule D-1 (Form of Lease Agreement) shall prevail.**

1.05 Purpose of the Project

The purpose of the Project is to support the Shared Mission through the creation of a unified health, wellness and fitness complex – a focal point – that integrates disparate parts of existing buildings with a clear circulation order as well as an improved security and control plan, the resulting comprehensive centre for sport, research, teaching, and other fitness and physical activities to strengthen the quality of the undergraduate and the graduate student experience (the “Project Purpose”).

1.06 Cooperation

Without expanding or modifying the obligations of the Parties set out in this Agreement or creating additional obligations to those already set forth herein, the Parties acknowledge that this Agreement is intended to achieve efficiencies, allocate risks and provide benefits for each of the Parties and the ultimate service recipients from or through the PAW Centre and the Other Renovated Areas. Throughout the Term, the Parties will cooperate with each other with a view to furthering the purposes and objectives of this Agreement, including, without limitation, through the establishment of such committees, groups and lines of communication as may reasonably be requested by either Party.

1.07 No Joint Venture

No partnership, joint venture, employment, fiduciary or agency relationship is created by this Agreement or under this Agreement.

PLANNING, DESIGN, CONSTRUCTION/RENOVATION, COMMISSIONING AND RENOVATION

2.01 PAW Centre and Other Renovated Areas Commitment

The University shall arrange for the planning, design, construction/renovation, and commissioning of the PAW Centre and Other Renovated Areas, in particular performing the Work and Operation and Maintenance, upon and subject to the terms and conditions set forth in this Agreement and in the Lease Agreement. Without restricting the generality of the foregoing, except as otherwise set forth in this Agreement or in the Lease Agreement, the University is fully responsible for:

- a. the design, construction/renovation and commissioning of all parts of the PAW Centre and Other Renovated Areas substantially in accordance with the plans and specifications in the Design Development Report as aspects of such Design

Development Report are modified and subsequent plans and specifications are developed in accordance with **Schedule B-1 (Functional Requirements)**;

- b. providing or arranging for all financing of the Work;
- c. the correction of all and any deficiencies or defects (latent and patent) pertaining to the design and construction of the Project that materially and negatively affect the functionality of any of the Student Focused Areas;
- d. Operation and Maintenance of the PAW Centre and Other Renovated Areas during the Term in accordance with the Operational Requirements and this Agreement; and
- e. the compliance of the performance of the Work and Operation and Maintenance of the PAW Centre and Other Renovated Areas with all applicable laws.

2.02 Modifications to the Project or Work

The Project or the Work may be modified from time to time by the University as is necessary or desirable, provided such modification is made in accordance with **Schedule B-1 (Functional Requirements)**.

CONDITION PRECEDENT & ACCEPTANCE DATE

3.01 Conditions

This Agreement is subject to the following conditions precedent:

- a. The University shall apply and be approved for financing not exceeding THIRTY MILLION (\$30,000,000.00) DOLLARS, for an amortizing debenture or mortgage, with a term and amortization period not exceeding 35 years, an effective interest rate not exceeding 6.25%, and on terms otherwise satisfactory to the University in its sole discretion (“**Student Contributions Loan**”). The purpose of this financing is set out in s. 4.02 herein;
- b. The University shall obtain such other financing as it deems necessary, and shall obtain sufficient commitments from the Province of Alberta and other donors in order to enable the University to meet its financial obligations set out in this Agreement, on terms satisfactory to the University in its sole discretion; and
- c. The University shall receive all required approvals from the Government of Alberta pursuant to the *Post-Secondary Learning Act* (Alberta), as amended from time to time, for the borrowing described in sections 3.01(a) and (b);

on or before the 30th day of September, 2012 (the “**Condition Day**”).

3.02 Satisfaction or Waiver

Unless otherwise agreed in writing, the conditions set out in section 3.01 are for the sole benefit of the University. The University shall use commercially reasonable efforts to satisfy the conditions set out in section 3.01. The University may unilaterally waive or confirm satisfaction of these conditions by giving a notice to such effect to the Students' Union and the GSA on or before the Condition Day. If such a notice has not been given on or before the Condition Day, then this Agreement is terminated, effective on the day following the Condition Day.

3.03 Notice of Satisfaction or Waiver

The University may give written notice to the Students' Union and the GSA on or before the Condition Day advising that a condition will not be waived, has not been satisfied and will not be satisfied on or before the Condition Day. If that notice is given, then this Agreement is ended upon the giving of that notice.

3.04 Acceptance Date

The Acceptance Date shall be deemed to be the first day of the month in which the University delivers to the Associations and to the Chair of the Steering Committee a certificate of the Consulting Architect for the Project certifying firstly that on or before the date of such certificate the Work has been substantially performed, as such term is used in the Builders' Lien Act (Alberta), and secondly that the Student Focused Areas are operational and ready for occupancy and use for their intended purpose. The lack of furniture, fixtures or equipment the acquisition or installation of which is the responsibility of the Associations shall not result in the Student Focused Areas not being operational and ready for occupancy and use for their intended purpose. The Steering Committee shall consider the certification that the Student Focused Areas are operational and ready for occupancy and use for their intended purpose and if either the President (or designate) of the Student's Union or the President (or designate) of the GSA advises the Steering Committee meeting at which such consideration takes place that such President's (or designate's) Association disagrees with such certification, or reasonably believes the Agreement Principles are not being complied with, such disagreement shall be treated as a conflict and shall be resolved in accordance with **Schedule F-1 (Conflict and Dispute Resolution Procedure)**.

FINANCIAL CONTRIBUTIONS

4.01 Interim Financing of Allowable Student Costs

Prior to the Acceptance Date, the Allowable Student Costs shall be covered by bridge financing provided at the option of the University by either:

- a. the University at a deemed rate of interest on Allowable Student Costs from the month in which the same are paid by the University until the repayment of the Allowable Student Costs from the proceeds of the Student Contributions Loan calculated and compounded monthly at an annual interest rate equal to the

average 91 day treasury bill rate as posted by the Bank of Canada for that month;
or

- b.** by third party lenders acting at arm's length, at an interest rate not to exceed 6.25% per annum;

(all deemed interest chargeable pursuant to section 4.01(a) and all interest, carrying costs and any other associated costs, fees, charges and expenses charged pursuant to section 4.01(b) being the "Bridge Financing Costs"). The total of Allowable Student Costs covered by bridge financing as contemplated within this Section shall not exceed Thirty Million Dollars (\$30,000,000). The bridge financing contemplated within this Section shall be paid out by the University utilizing the proceeds of the Student Contribution Loan as contemplated within this Agreement no later than six (6) months following the Acceptance Date.

4.02 Permitted Use of Student Contributions Loan

The University shall use the principal amount received pursuant to the Student Contributions Loan to repay the Allowable Student Costs and to the extent there is a remaining balance of funds available from the Student Contributions Loan to apply such balance to the Bridge Financing Costs and for no other purpose.

4.03 Maximum Principal

The principal amount of the Student Contributions Loan shall not exceed Thirty Million Dollars (\$30,000,000), or the total of Allowable Student Costs and Bridge Financing Costs, whichever is less.

4.04 Student Fee Funding

From and after the Acceptance Date, the University shall levy a fee on each undergraduate Student and each graduate Student, subject to the following terms:

- a.** The maximum Fee collected from each undergraduate or graduate Student shall be twenty-nine (\$29.00) dollars for each of the Fall Term and the Winter Term, and fourteen dollars and fifty cents (\$14.50) for each of the Spring Term and the Summer Term;
- b.** If the Acceptance Date occurs during any such term other than the first day of the first month of a Fall Term, Winter Term, Spring Term or Summer Term, subject always to the Agreement Principles:
 - i.** the Fee for the portion of the term in which the Acceptance Date occurs shall be equal to the proportion that the remaining number of months of that term (calculated from the first day of the next month immediately after the month in which the Acceptance Date has occurred) to the end of that term, is of the total number of months of that term; and

- ii. the Fee for such portion of the term shall be assessed on the first day of the next month, immediately after the month in which the Acceptance Date has occurred;
- c. The Fee shall be applied and collected from Students other than Students who are only enrolled in courses designated as off campus or in courses at Augustana Campus, in accordance with University policy, as amended from time to time;
- d. Students who are only enrolled in courses designated as off campus or in courses at Augustana Campus may choose whether to pay the Fee;
- e. Students who elect to pay the Fee as provided in section 4.04(c) will have equal access rights to those set out in section 7.03 hereto;
- f. Subject to the foregoing, the University will determine the period for which the Fee shall be assessed in its discretion, except that
 - i. such period shall not exceed thirty-five (35) years, commencing upon the date of the first assessment of the Fee by the University;
 - ii. and in any event shall not extend longer than is necessary in order to reimburse the University for the Permitted Costs;
- g. Subject to the foregoing and after consulting with the Associations, the University shall set the exact amount of the Fee after the conditions in section 3.01(a) and (b) are met, and before the Acceptance Date;
- h. If due to the timing associated with the initiation of the implementation of the Fee and delays in the Acceptance Date the University commences collecting the Fee for a period prior to the Acceptance Date, the Fee for such prior period shall be refunded to the Students from whom it was received; and
- i. Once established, the Fee shall not be indexed to inflation.

4.05 PAW Centre Account

The University shall establish and maintain as of the Acceptance Date a separate internal trust account designated as the PAW Centre Account. All funds received by the University from the imposition and collection of the Fees shall be deposited in the PAW Centre Account, and held in trust, so as to be administered and applied by the University for the purposes of and in accordance with the provisions of this Agreement. For greater clarity, notwithstanding the *Trustee Act*, RSA 2000 c. T-8, or any other applicable law related to trusts:

- a. the University shall not have any obligations or be subject to any duties or restrictions with respect to the Fee and the PAW Centre Account, other than as are expressly set out in this Agreement;
- b. when the PAW Centre Account is in a credit balance, the University shall:
 - i. invest the balance in its non-endowed investment pool;
 - ii. invest the balance in accordance with the applicable investment guidelines which are established from time to time by the University for all non-endowment investments; and
 - iii. be entitled to an administration fee, which shall be assessed and payable to the University as at the end of each month in which the PAW Centre Account is in a credit balance, as an allowance for its costs in relation to the PAW Centre Account, and shall be calculated by determining the month end balance in the PAW Centre Account and multiplying that balance by 0.042%.

The University shall on the last day of each month in which the PAW Centre Account is in a credit balance, report upon the investment income earned or losses incurred for the balance of funds within the PAW Centre Account for that month. Any such investment income or losses shall be credited or debited to and from a part of the balance of the PAW Centre Account.

4.06 Permitted Use of Student Fee Funding

The University shall debit or credit as appropriate against the PAW Centre Account, and to the extent funds are available within the PAW Centre Account, shall apply the same against the following (being collectively the “Permitted Costs”):

- a. Bridge Financing Costs not repaid from the proceeds of the Student Contributions Loan as contemplated in Section 4.02;
- b. all principal and interest payments pursuant to the Student Contributions Loan; and
- c. the following additional allowable costs in relation to the Student Contributions Loan:
 - i. prepayment charges, stop loss penalties, interest rate swap unwind costs, and all other costs fees, expenses, and charges payable by the University to the lender pursuant to the terms of the debenture, mortgage or interest rate swap agreement related to the Student Contributions Loan, where the incurring of the cost or penalty is shown to provide a cost saving to the Students as compared to the interest otherwise payable through the end of the then current fixed term of the Student Contributions Loan;

ii. carrying costs, provided that such costs are not duplicative to the interest and the principal of the Student Contributions Loan;

iii. all payments and receipts pursuant to any interest rate swap agreement associated with the Student Contributions Loan, provided that the incurring of the cost is reasonable for the purpose of obtaining certainty as to the interest rate that will be obtained, as compared to the potential interest rate risk that would otherwise exist in association to the Student Contribution Loan; and provided further that the effective rate of interest or cost of borrowing calculated by combining such costs and the actual interest paid under the Student Contributions Loan over the term of the loan or the repayment, as the case may be, shall not in any event exceed the maximum rate of interest contemplated within section 3.01(a); and

d. the administration fee contemplated within Section 4.05(b)(iii).

4.07 University Responsible for Excess Costs

Notwithstanding any of the foregoing, the University shall be responsible for:

- a. the portion, if any, of Allowable Student Costs that exceeds the maximum principal amount of the Student Contributions Loan permitted under this Agreement; and
- b. all costs arising out of the Work which are not Allowable Student Costs, excluding any costs for which either or both the Students' Union and the GSA are responsible in accordance with the terms of this Agreement or the Lease Agreement.

4.08 No Rescission or Amendment

The payment or amount of the Fee may not be rescinded or amended by future referendums of the Students' Union or the GSA.

4.09 PAW Centre Account Accounting

The University shall establish and maintain separate internal accounting records with respect to the PAW Centre Account, the collection and disbursement of the Fee, and shall make such records available, on reasonable notice, for audit or examination by the Associations, their respective accountants or auditors, or other authorized representatives of the Students' Union or the GSA. The University shall maintain and dispose of such records in accordance with the relevant records retention schedule and disposal authority.

4.10 Annual Reporting

From and after the Acceptance Date, the University shall provide an annual report to the Strategic Operating Committee with respect to the collection and disbursement of the Fee, and the administration of all debits and credits from and to the PAW Centre Account.

PAW AD HOC STEERING COMMITTEE

5.01 Establishment

The Parties hereby establish the Steering Committee to serve as an ad hoc steering committee for duration of the conduct of the Work, and to work collaboratively and in good faith to advise the University on the development and promotion of policies, programming and strategic direction in relation to the Work as it relates to the Student Focused Areas.

5.02 University-Committee Communications

The University shall advise the Steering Committee as to the progress of the Work in relation to the Student Focused Areas. If changes to the Work are required during this process, and such changes may affect matters within the Steering Committee's Scope, then the Steering Committee shall be advised and provide input with respect to the same.

5.03 Committee Scope and Procedures

The Parties agree that:

- a. the calling of meetings, the production of agendas, and the conduct of all business and affairs of the Steering Committee shall be subject to and in accordance with the Committee Procedures;
- b. the Steering Committee shall focus on advising the University on strategic matters, and shall not be involved in advising on the day-to-day details of the Work; and
- c. the University will at all times retain ultimate responsibility for the Work.

5.04 Committee Membership

The members of the Steering Committee shall be as follows:

- a. Vice-Provost and Dean of Students;
- b. Dean of the Faculty of Physical Education and Recreation;
- c. Associate Vice-President, Facilities and Operations;
- d. PAW Project Manager appointed by the Vice-President of Facilities and Operations;
- e. Representative appointed by the University Architect;
- f. Faculty of Physical Education and Recreation Project Coordinator;
- g. General Manager of the Students' Union;

- h.** President of the Students' Union;
- i.** Director of Finance and Operations of the GSA; and
- j.** President of the GSA.

5.05 Member Proxies or Designates

Subject always to the Committee Procedures, each of the Steering Committee members listed above may appoint a proxy or designate to attend and participate in one or more meetings on behalf of such member, by providing written notice prior to the meeting or meetings to the Chair of the Steering Committee.

5.06 Committee Chair

The Chair of the Steering Committee shall be the Vice-Provost and Dean of Students.

5.07 Meetings

Meetings of the Steering Committee shall be held from time to time at such date and time and at such place as the Chair determines in accordance with Committee Procedures, and the conduct of such meetings shall be carried out by the Chair in accordance with Committee Procedures.

5.08 Quorum

A quorum for the transaction of business at any meeting of the Steering Committee shall consist of a majority of its members, provided always that a representative of each of the Students' Union and the GSA, or their respective designates or proxies, and one of the Dean of the Faculty of Physical Education and Recreation (or designate) or the Associate Vice-President, Facilities and Operations (or designate) are also in attendance. Notwithstanding any vacancy among the members of the Steering Committee, a quorum may exercise all the powers of the Steering Committee.

5.09 Conflict

For the purposes of this section 5.09, a "conflict" means:

- a.** any disagreement designated as a conflict by the University or by one of the Associations as to the conduct of the Steering Committee in accordance with the Steering Committee's Scope and this Agreement;
- b.** any failure or alleged failure to comply with the Committee Procedures designated as a conflict by the University or by one of the Associations; or
- c.** any matter, issue, decision or thing conducted or contemplated by the Steering Committee which is not agreed to by either of the Associations or the University and is so designated as a conflict by such Party.

Conflicts must be declared at the meeting of the Steering Committee at which the conflict occurs, or by written notice within Five (5) Business Days following the date of such meeting. In the event that a conflict occurs that cannot be resolved at the level of the Steering Committee, the Party that designated such matter as a conflict at a meeting of the Steering Committee in accordance with the foregoing portion of this section 5.09 may refer the conflict for further discussion, review and resolution in accordance with the Conflict and Dispute Resolution Procedure.

5.10 Non-Member Attendees

Any other person may be admitted to a meeting of the Steering Committee on the invitation of the Chair or with the consent of the Steering Committee members at the meeting, for the purpose of providing input to assist the Steering Committee in advising on matters within the Steering Committee's Scope.

5.11 Dissolution

The Steering Committee shall be dissolved effective as of the Acceptance Date.

STRATEGIC OPERATING COMMITTEE

6.01 Establishment

The Parties hereby establish a Strategic Operating Committee, to work collaboratively and in good faith to advise and provide strategic guidance to the University for programming and activities in the Student Focused Areas, other than the Association Leased Areas, in keeping with the Shared Mission, the Project Purpose and Agreement Principles and in accordance with the Operational Requirements. Specifically, the Strategic Operating Committee shall:

- a.** advise and provide input on operational policies for consideration by the University and the Associations so as to provide for efficient and effective interactions between the Parties as occupants of the Project, and the efficient and effective use of space available from time to time throughout the Project;
- b.** receive regular reports from University staff who manage the PAW Centre and any Other Renovated Areas in which student programming is taking place regarding programming, activities, and general operating budgets and costs within the Student Focused Areas, other than the Association Leased Areas;
- c.** recommend program principles to be used by the University in the development of the annual operating budget related to the Student Focused Areas, other than the Association Leased Areas;
- d.** periodically review, and make recommendations about, the long-term strategic direction of programming and activities within the Student Focused Areas, other than the Association Leased Areas;

- e. in making its recommendations, and in a manner that is consistent with the Shared Mission, the Agreement Principles and the Project Purpose, endeavour to maximize revenue-generating opportunities in relation to the PAW Centre and Other Renovated Areas, so that such funds can be used by the University to cover its costs in relation to operating the PAW Centre and Other Renovated Areas and enhance programming and operations of the PAW Centre and Other Renovated Areas; and
- f. review all collection and disbursement information about the Fee, and the PAW Centre Account.

6.02 Commencement

The Strategic Operating Committee shall begin meeting on or after the Acceptance Date.

6.03 Committee Scope and Procedures

The Parties agree that:

- a. the calling of meetings, the production of agendas, and the conduct of all business and affairs of the Strategic Operating Committee shall be subject to and in accordance with the Committee Procedures;
- b. the Strategic Operating Committee shall focus on advising the University on strategic matters, and shall not be involved in overseeing or advising on the day-to-day details of the management and operation of the PAW Centre or the Other Renovated Areas;
- c. the University will at all times retain ultimate responsibility for all Operation and Maintenance of the PAW Centre and the Other Renovated Areas, excluding the Association Leased Space.

While the role of the Strategic Operating Committee is advisory only and the University retains the right to determine its priorities and allocate its resources, the expectation of the Parties is that normally the University will not unreasonably reject advice, input, or recommendations of the Strategic Operating Committee that are supported by the members identified in sections 6.04 a., b., e., f., and h.

6.04 Membership

The members of the Strategic Operating Committee shall be as follows:

- a. The Dean of the Faculty of Physical Education and Recreation;
- b. The Vice-Provost and Dean of Students;
- c. The Facility Manager of the Fitness Centre;

- d. The Director of Operations for the Faculty of Physical Education and Recreation;
- e. A representative appointed by the Vice-President (Facilities and Operations);
- f. The President of the GSA, or his or her designate;
- g. One (1) representative or appointee appointed by the Board of the GSA; and
- h. The President of the Students' Union, or his or her designate;
- i. Four (4) representatives or appointees appointed by the Students' Council of the Students' Union.

6.05 Member Proxies or Designates

Each of the Strategic Operating Committee members listed above may appoint a proxy or designate to attend and participate in one or more meetings on behalf of such member, by providing written notice prior to the meeting or meetings to the Chair of the Strategic Operating Committee.

6.06 Chair

The Chair of the Strategic Operating Committee shall be the Vice-Provost and Dean of Students.

6.07 New Members

New members may be added to the Strategic Operating Committee from time to time at the direction of the Strategic Operating Committee provided always that the number of members appointed by the Associations shall always exceed the number of other members of the Strategic Operating Committee.

6.08 Meetings

Meetings of the Strategic Operating Committee shall be held a minimum of three times per year, at such date and time and at such place as the Chair determines in accordance with Committee Procedures, and the conduct of such meetings shall be carried out by the Chair in accordance with Committee Procedures.

6.09 Quorum

A quorum for the transaction of business at any meeting of the Strategic Operating Committee shall consist of a majority of its members, provided always that:

- a. the President of the GSA, or his or her proxy or designate, is in attendance;
- b. the President of the Students' Council, or his or her proxy or designate, is in attendance; and
- c. either the Dean of the Faculty of Physical Education and Recreation (or designate), or the representative appointed by the Vice-President (Facilities and Operation) (or designate) is also in attendance.

Notwithstanding any vacancy among the members of the Strategic Operating Committee, subject to the foregoing a quorum may exercise all the powers of the Strategic Operating Committee.

6.10 Conflict

For the purposes of this section 6.10, a “conflict” means:

- a.** any disagreement designated as a conflict by the University or by one of the Associations as to the conduct of the Strategic Operating Committee in accordance with the Strategic Operating Committee’s Scope and this Agreement;
- b.** any failure or alleged failure to comply with the Committee Procedures designated as a conflict by the University or by one of the Associations; or
- c.** any matter, issue, decision or thing conducted or contemplated by the Strategic Operating Committee which is not agreed to by either of the Associations or the University and is so designated as a conflict by such Party.

Conflicts must be declared at the meeting of the Strategic Operating Committee at which the conflict occurs, or by written notice within Twenty (20) Business Days following the date of such meeting. In the event that a conflict occurs that cannot be resolved at the level of the Strategic Operating Committee, the Party that designated such matter as a conflict in accordance with the foregoing portion of this section 6.10 may refer the conflict for further discussion, review and resolution in accordance with the Conflict and Dispute Resolution Procedure.

6.11 Non-Member Attendees

Any other person may be admitted to a meeting of the Strategic Operating Committee on the invitation of the Chair or with the consent of the Strategic Operating Committee members at the meeting, for the purpose of providing input to assist the Strategic Operating Committee in advising and providing strategic guidance on matters within the Strategic Operating Committee’s Scope. Notwithstanding the foregoing, the Students’ Union and the GSA are each entitled to permit the attendance of a non-voting attendee, designated or invited by each of the respective Associations from time to time, at all meetings of the Strategic Operating Committee.

OPERATION, MANAGEMENT, AND ACCESS

7.01 Operation and Maintenance

The University shall operate, manage and maintain the PAW Centre and Other Renovated Areas, other than Association Leased Space, during the Term in accordance with the terms of this Agreement including the Operational Requirements.

7.02 University Policies

The use of the PAW Centre and Other Renovated Areas shall be subject to:

- a.** such policies and procedures of general application to use of buildings owned by the University as the University deems necessary, acting reasonably, in order to ensure the safety and security of persons and property, to give effect to the *Code of Student Behaviour* or other policies or procedures relating to student discipline, to comply with applicable legislation, or for other purposes of similar importance;
- b.** such other policies and procedures of general application to use of buildings owned by the University as the University deems appropriate, provided that such policies or procedures will not in any event contravene, or cause or contribute to a contravention of any of the terms of this Agreement including, without restriction, the Shared Mission, the Agreement Principles, the Project Purpose, and the Operational Requirements; and
- c.** such policies and procedures, rules and regulation governing the use of the PAW Centre and Other Renovated Areas specifically as the University deems appropriate, taking into consideration the advice and strategic guidance of the Strategic Operating Committee, provided always that such policies, procedures, rules or regulations, and any amendments thereto which apply only to the PAW Centre and Other Renovated Areas and are material in nature:
 - i.** will be submitted to the Strategic Operating Committee at a regularly scheduled meeting prior to implementation unless the University acting reasonably determines that implementation is required prior to submission in order to ensure safety and security of persons and property in which case the same will be submitted to the Strategic Operating Committee as soon as reasonably possible following implementation;
 - ii.** will not in any event contravene, or cause or contribute to a contravention of any of the terms of this Agreement including, without restriction, the Shared Mission, the Agreement Principles, the Project Purpose, and the Operational Requirements.

7.03 Student Use Entitlements

Subject to cessation of the Fee in accordance with Section 11.02 of this Agreement, Students who have paid the Fee for a Fall Term, Spring Term, Summer Term or Winter Term are entitled to use the Student Focused Areas during the regular hours of operation throughout the respective Fall Term, Spring Term, Summer Term or Winter Term, as the case may be, free of any other charge, subject to:

- a.** the terms and conditions of this Agreement and the Lease Agreement;

- b. the University's ability to charge fees to Students and others in association with locker rentals;
- c. the use, programs, rentals, and maintenance described in sections 7.04 and 7.05 hereto, which will have priority over the relevant portion of the Student Focused Areas during the time period that such programs, rentals or maintenance are taking place.

No provision of this Agreement permits a person who has been excluded from access to the PAW Centre and Other Renovated Areas whether alone or in conjunction with other facilities of the University and whether pursuant to policies and procedures of the University or by other lawful action to use the Student Focused Areas.

7.04 Booking Process

The University shall in its management of the PAW Centre and other Renovated Areas establish and operate a reasonable and fair space booking system (the "Booking System"). In addition to any other stated subsidiary goals the primary goal of the Booking System is to provide the University with the ability to permit utilization of the Bookable Facilities by the University and a broad array of students, student groups and others in the communities it serves during those periods in which the Bookable Facilities are not otherwise booked for use through priority booking rights of the Associations thereby maximizing the use of the Bookable Facilities. Unless otherwise agreed between the Parties, neither of the Associations nor a student group registered with the University will pay a rental fee for use of the Bookable Facilities, but may be required to reimburse the University for costs incurred by the University with respect to cleaning a Bookable Facility, or other costs incurred as a result of such Association or student group's use of such Bookable Facility. The Booking System shall:

- a. include reasonable provisions permitting the Associations to exercise priority rights pursuant to the Booking System both to the long-term bookings and the short-term bookings of Bookable Facilities;
- b. provide for at least an annual meeting, or if requested by the Associations one meeting per Term, between the appropriate representatives of the University and of each of the Associations at which firstly the Associations may exercise their long-term priority booking rights for the forthcoming period and secondly the University and the Associations may review the process for the Associations to exercise their short-term priority booking rights for the forthcoming period;
- c. provide for a balance between long-term booking and bookings on a short-term basis; and
- d. recognize that although the Graduate Student Lounge/Quiet Study is included within Bookable Facilities the intended primary use of that space is as quiet study

space and accordingly should be capable of being booked through the Booking System only on an occasional basis.

The revenue expected to be generated from use of Bookable Facilities while desirable is not expected to be significant in terms of off-setting operating costs of the Bookable Facilities and is not defined as either the primary or a subsidiary goal of the Booking System.

7.05 Programs

Subject always to the Operational Requirements, the University may:

- a. provide campus recreation or other instructional fitness classes in the Fitness Centre Area, the Climbing Centre Area or, subject to Section 7.04, in the Student Focused Areas other than Association Leased Space, and students who wish to participate in such classes shall pay the required fees for such class, separate and apart from the Fee, notwithstanding section 7.03;
- b. subject to section 7.04 herein, enter into a licence agreement with a third party to allow it to access space within the Student Focused Area, other than the Association Leased Space, for its own use for a certain period of time; and
- c. perform maintenance as may be required from time to time within the Student Focused Areas, as set out in section 9.01.

7.06 Academic Staff and Non-Academic Staff Users

The University may permit Academic Staff and Non-Academic Staff contributing to the operational costs of the Project through their various association fees access rights similar to Students' access as described in section 7.03 during regular hours of operation, and subject to all additional fees as outlined in 7.05.

7.07 Other Users

Subject always to the Operational Requirements, the University may permit other individuals who are not Students, Academic Staff or Non-Academic Staff, to use the Student Focused Areas and may in its discretion charge such individuals a usage fee, in order to pay for operating, programming, capital renewal, building reserves, and other costs associated with the PAW Centre and Other Renovated Areas incurred within the Term.

7.08 Minimum Hours

Minimum hours of operation of and access to the Student Focused Areas other than Association Leased Space shall be in accordance with University policy, subject always to the requirements of the Operational Requirements.

ASSOCIATION LEASED SPACE

8.01 Lease

The Parties shall execute and deliver a lease for the space designated as “Food Services Vendor” in the Design Development Report, which shall form a part of the Association Leased Space on the terms and conditions set out in the Lease Agreement concurrently with the execution and delivery of this Agreement. At the written request of the Associations to the University made no earlier than the Acceptance Date and no later than one year following the Acceptance Date the Parties shall execute and deliver a lease for the Pro Shop Space in the Design Development Report on the terms and conditions set out in the Lease Agreement, amended as follows:

- a. The following sentence shall be added at the end of paragraph 4.01 of such Lease Agreement:

“Notwithstanding the foregoing, the Tenant shall consult with the Faculty of Physical Education and Recreation prior to using the Premises for any purpose other than the operation of a Pro Shop.”

MAINTENANCE AND REPURPOSING

9.01 Operation

During the Term, the University shall maintain the PAW Centre and the Other Renovated Areas, including without limitation the Common Areas, and the improvements, equipment, furniture, fixtures, University signs, and other incidentals contained in the PAW Centre and Other Renovated Areas, other than the Association Leased Space and other than any improvements, equipment, furniture, fixtures, signs, and other incidentals located in the Association Leased Space or located elsewhere in the PAW Centre and Other Renovated Areas installed by or on behalf of the Associations, contained in the PAW Centre and Other Renovated Areas, in accordance with the Operational Requirements.

9.02 Change of Use

During the Term:

- a. the Associations may make a request to the University to change the use for a particular area within the Student Focused Areas, other than Association Leased Areas. If such a change is approved by the University and if Alterations to such an area would be required in order to achieve such a change, then the University:
 - i. shall perform or arrange to be performed such Alterations;
 - ii. shall purchase and install any new improvements, equipment, furniture, fixtures, signs and other incidentals required in order to achieve such a change; and
 - iii. may levy a charge for overheads associated with services performed by the University;

at the sole cost and expense of Students' Union and the GSA and all such costs and expenses shall be paid by the Students' Union and the GSA, within 30 days of receiving an invoice for the same from the University;

- b. Notwithstanding section 9.02 (a), the University may, at its sole discretion, agree to join with the Students' Union and the GSA in a project to achieve such a change and may pay for a portion of the costs of such a change.

9.03 Repurposing of Student Focused Areas

Student Focused Areas, or any portion thereof, shall not during the initial thirty-five (35) years of the Term be converted to academic, instructional, research, or administrative uses, nor any other use not contemplated within this Agreement, without the prior consent of the Associations.

PAW CENTRE ACCOUNT SURPLUS

10.01 Use of Surplus

Any funds remaining in the PAW Centre Account following the full repayment of Permitted Costs shall, except as otherwise provided in section 13.04, be allocated to capital improvements or enhancements to:

- a. equipment and features contained within the Fitness Centre Area of the PAW Centre; or
- b. the Student Focused Areas;

in a manner agreed to by the Parties.

TERM OF AGREEMENT

11.01 Term

This Agreement shall become of force and effect from the date of execution on behalf of all Parties, and unless sooner terminated by mutual consent of the Parties or pursuant to section 12.04 hereof shall continue in effect for an aggregate term of:

- a. thirty-five years commencing on Acceptance Date; and
- b. the period thereafter that ends on the date so specified in a notice from the University to the Associations, which date shall be not less than six (6) months following the giving of such notice, which notice states that the University has, in accordance with its then applicable procedures and processes determined that:

- i. a substantial portion of the Student Focused Areas cannot continue to be used for the purposes for which they were intended in the absence of substantial renovation or upgrading; or
- ii. a substantial portion of the Student Focused Areas should be repurposed to other uses not contemplated within this Agreement.

Notwithstanding the foregoing portion of this section 11.01:

- c. if the University makes the determination referred to in section 11.01(b) it shall prior to giving notice of termination pursuant to this section 11.01 as a result of such determination advise the Associations of its determination and engage in meaningful consultations with the Associations which shall include an opportunity for the Associations to make such proposals as the Associations deem appropriate for the funding of such renovations or upgrading by the Associations;
- d. prior to, or as a part of, making the determination referred to in section 11(b) the University shall engage in meaningful consultations with the Associations with respect to such matter;
- e. any of the Parties may as a part of the consultations on a matter contemplated in this section 11.01 require that the matter be referred to the Strategic Operating Committee to permit it to provide its advice to the University;
- f. in this section 11.01 a substantial portion of the Student Focused Areas includes the Fitness Centre Area and the Climbing Centre Area.

11.02 Repayment of Permitted Costs

Upon repayment in full of the Permitted Costs:

- a. all other terms of this Agreement unrelated to such repayment shall continue for the balance of the Term;
- b. without restricting the foregoing, the Students shall continue for any balance of the Term to have access to the Student Focused Areas other than the Association Leased Space in the manner set out in this Agreement; and
- c. the payment of the Fee shall cease.

For greater certainty, nothing in this Agreement prevents the University from continuing to charge to students the athletics and recreation fee or its equivalent, in accordance with University policy, as amended from time to time.

11.03 Termination

After this Agreement is terminated, all space in the PAW Centre and Other Renovated Areas shall be governed and managed pursuant to applicable University policies and procedures, as amended, replaced or supplemented from time to time.

DAMAGE AND DESTRUCTION REPAIR AND RESTORATION

12.01 Damage or Destruction

In the event of:

- a. the substantial damage rendering 40% or more of the PAW Centre and Other Renovated Areas unusable; or
- b. the destruction of the PAW Centre or Other Renovated Areas;

by fire or by any other casualty requiring more than 180 days to repair or reconstruct, the Steering Committee shall be revived, and it shall be governed by sections 5.03(a) and 5.04 through 5.10 inclusive of this Agreement. The Steering Committee shall meet to review the current business model, space program, and outstanding obligations in association with the Student Contribution Loan, and shall consider whether the business model and space program can be modified in such a way that it will be financially viable to repair and rebuild the damaged portions of the PAW Centre and Other Renovated Areas.

12.02 Committee Review

In the event of the substantial damage to or destruction of the PAW Centre and Other Renovated Areas as defined above, and in the event that the Steering Committee determines that the business model and space program can be modified in such a way that it will be financially viable to repair and rebuild the damaged portions of the PAW Centre and Other Renovated Areas, then the Steering Committee shall make a recommendation to the University about how to repair and rebuild the PAW Centre and Other Renovated Areas within 180 days of the occurrence of the damage or destruction.

12.03 Reconstruction

In the event of:

- a. the damage to the PAW Centre and Other Renovated Areas is less than substantial as defined above; or
- b. substantial damage to or destruction of the PAW Centre and Other Renovated Areas as defined above, and the University determines that it is financially viable to repair and rebuild the PAW Centre and Other Renovated Areas;

the University shall repair and rebuild the same, provided that any preconditions for financial viability it has determined are necessary have taken place. The University's obligation to repair

and rebuild shall not include the obligation to repair or rebuild any chattel, fixture, leasehold improvement, installation, addition or partition in respect of which the Students' Union, the GSA, or a sub-lessee of the Students' Union and/or the GSA is required to maintain insurance.

12.04 No Reconstruction

In the event of the substantial damage to or destruction of the PAW Centre and Other Renovated Areas as defined above and the University determines that it is not financially viable to repair and rebuild the PAW Centre and Other Renovated Areas, then the University shall cease to collect the Fee and subject to the provisions of section 13.04 this Agreement shall cease.

12.05 Reconstruction by Associations

If a chattel, fixture, leasehold improvement, installation, addition or partition in respect of which the Students' Union and the GSA are required to maintain insurance is damaged or destroyed by fire or by any other casualty, and if the PAW Centre and Other Renovated Areas is rebuilt in accordance with section 12.03, then the Students' Union and the GSA shall repair, rebuild or replace the same.

INSURANCE

13.01 University Insurance

The University shall keep in full force and effect, at its expense:

- a. commercial general liability insurance in an amount of not less than five million dollars (\$5,000,000) in respect of injury to or death of one or more persons or property damage against claims for personal injury liability, death or property damage occurring on, in or about the PAW Centre or Other Renovated Areas, including personal liability, (which policy shall provide for cross-liability and severability of interests);
- b. insurance against loss or damage by fire or other perils to the PAW Centre building and Other Renovated Areas and equipment appurtenant thereto to the full replacement value of same and containing the standard extended perils and endorsements, PROVIDED HOWEVER, that this covenant shall not impose any obligation upon the University to insure any of the Students' Union, GSA or any Sub-Tenant's fixtures, merchandise, stock-in-trade, furniture or other improvements; and
- c. boiler and machinery insurance with respect to all boilers and machinery owned or operated by the University.

The foregoing policies shall be kept in good standing and in full force and effect at all times throughout the Term.

13.02 Association Insurance

The Students' Union and GSA shall each maintain at its sole cost insurance as follows:

- a.** general public liability insurance against claims for personal injury, death or property damage arising out of the operations of the named insured with respect to its obligations assumed under this Agreement, such insurance to afford protection to the combined single limit for personal injury, death or property damage of not less than two million (\$2,000,000.00) Dollars or such other limits as may be approved or requested by the University;
- b.** other insurance as set out in the Lease Agreement.

The foregoing policies shall be kept in good standing and in full force and effect at all times throughout the Term.

13.03 Use of Proceeds

Subject to section 12.04, the approval of any lender to whom an outstanding debt is owed in relation to the construction of the PAW Centre or Other Renovated Areas, and the balance of this section, the proceeds of all property coverage insurance received by the University in relation to the damage or destruction of the PAW Centre or Other Renovated Areas shall be utilized for the repair and reconstruction of the PAW Centre or Other Renovated Areas. In the event of the decision of the University to not repair or rebuild the PAW Centre and Other Renovated Areas as contemplated under section 12.04 hereto, the University shall apply the proceeds of insurance received by the University from the insurance maintained by the University pursuant to section 13.01(b) with regards to the PAW Centre and Other Renovated Areas as follows:

- a.** Firstly, for the repayment of the Student Contributions Loan and any other outstanding Permitted Costs;
- b.** Secondly, for the payment of all direct demolition and site remediation costs incurred by the University in demolishing the damaged or destroyed portions and restoring the applicable lands to a safe condition and ready for development for alternative uses;
- c.** Thirdly, deposit in the PAW Centre Account a percentage of the balance equal to the portion that the capital contribution to the PAW Centre and the Other Renovated Areas made by the students through repayment of capital of the Student Contributions Loan through the PAW Centre Account is of the total capital costs of the PAW Centre and/or the Other Renovated Areas, as the case may be;
- d.** Lastly, distribute the balance to the University.

13.04 PAW Centre Fund Surplus

If, following application of insurance proceeds as contemplated in section 13.03, there is a balance of funds remaining in the PAW Centre Account, any funds remaining in the PAW Centre Account shall be used by the University for such non-curricular, health, fitness and wellness-related student activities as agreed upon between the University and Associations, each acting reasonably. If the University and the Associations are unable to agree upon such non-curricular, wellness-related student activities within eighteen (18) months following the deposit of funds pursuant to section 13.03 in the PAW Centre Account either the University or the Associations may require that the failure to agree be treated as a dispute which will be resolved as contemplated in **Schedule F-1 (Conflict and Dispute Resolution Procedure)** subject to the following:

- a. If the dispute is not resolved through the Negotiation or Mediation it shall be determined through arbitration;
- b. The Associations shall submit their common proposed non-curricular, wellness-related student activities, and the University shall submit its proposed non-curricular, wellness-related student activities, for which the funds are to be used to the arbitrator who shall choose between such submissions;
- c. The arbitrator shall be guided by, and the decision shall be respectful of, the Shared Mission, Agreement Principles and Project Purpose; and
- d. Neither the University nor the Associations shall submit proposed non-curricular, health, fitness and wellness-related student activities the implementation of which would impose costs or expenses on the other.

LIMITATION OF LIABILITY AND INDEMNITY

14.01 Limitation of Liability

Notwithstanding anything to the contrary expressed or implied in this Agreement, each Party and its respective directors, officers, employees or agents shall not be liable to any other Party for any general, indirect, punitive, exemplary, or consequential damages or any economic losses of any kind, including without limitation loss of profits, loss of opportunity, loss of production, or loss of use, regardless of whether the liability to which such damages relate arises in contract, tort or otherwise in law.

14.02 Indemnity

Except as otherwise specified in section 14.01, each Party (the “Indemnifier”):

- a. shall be liable to each of the other Parties (including their respective directors, officers, employees and agents), (the “Indemnified Party”); and

- b.** shall indemnify and hold harmless the Indemnified Party from and against:

any and all liabilities, claims (including third party claims), demands, fines, charges, suits or actions, and without limiting the generality of the foregoing, any direct losses, costs, damages and expenses of the Indemnified Party, including costs as between a solicitor and his own client (all together referred to as “Damages”) which may be brought or made against the Indemnified Party or which the Indemnified Party may pay, suffer or incur as a result of, or arising out of:

- c.** any breach or default of this Agreement by the Indemnifier,
- d.** the negligence or wilful misconduct of the Indemnifier in the performance of its obligations under this Agreement,

to the extent that the Damages are caused by the breach, default, negligence or wilful misconduct of the Indemnifier. These indemnities shall survive the expiration or termination of this Agreement.

DEFAULT AND REMEDIES

15.01 Notification

If either the Associations or the University does not:

- a.** within a period of twenty (20) Business Days of notice of demand from the other remedy any failure on its part to perform or observe any material term or condition of this Agreement; or
- b.** where more than twenty (20) Business Days is reasonably required to remedy such failure, within a period of twenty (20) Business Days commence and thereafter diligently pursue the remedy of such failure;

such of the Associations or the University that demanded the other remedy such failure may require the matter be treated as a dispute which will be resolved as contemplated in **Schedule F-1 (Conflict and Dispute Resolution Procedure)** subject to the following:

- c.** if the Dispute it not resolved through the Negotiation or Mediation it shall be determined through arbitration;
- d.** in addition to any other rights, remedies, directions or orders the arbitrator is entitled to give or impose the arbitrator may in the case of a failure on the part of the University to perform or observe any material term or condition of the Agreement order that any Fees subsequently collected by the University from and after such order shall be held in a separate account and not deposited to the PAW Centre Account until the applicable default has been remedied and the application of any balance of funds remaining in the PAW Centre Account to Permitted Costs be suspended until the applicable default has been remedied;

- e. any interim costs incurred due to the unavailability of the application of funds from the PAW Center Account to Permitted Costs as contemplated within subsection d. above shall be the sole responsibility of the University.

CONFLICT AND DISPUTE RESOLUTION

16.01 Conflicts and Disputes

In the event that a conflict arises as contemplated within section 6 of Schedule B-1 or section 3.04, 5.09 or section 6.10 of this Agreement, (referred to in this section 16.01 and **Schedule F-1 (Conflict and Dispute Resolution Procedure)** as a “**Conflict**”), or a dispute, controversy or claim otherwise arises out of, in connection with, or relating to this Agreement, or the breach, termination or invalidity thereof (referred to in this section 16.01 and **Schedule F-1 (Conflict and Dispute Resolution Procedure)** as a “**Dispute**”), the Conflict or Dispute, as the case may be, shall be resolved between the Parties in accordance with the Conflict and Dispute Resolution Procedure.

FOIP AND CONFIDENTIALITY

17.01 Confidentiality

The Students’ Union and the GSA acknowledge that the University is a public body subject to the *Freedom Of Information and Protection of Privacy Act* of Alberta (“**FOIPP Act**”), as amended from time to time, or any successor legislation then in force, and that access to information in respect of this agreement will be provided in accordance with the FOIPP Act. The records transferred to or collected, created, maintained or stored under this agreement for the University are subject to the access provisions of the FOIPP Act. If the University receives a request for any of the records that are in the custody of the Students’ Union or the GSA, it will be the responsibility of such Party to provide copies of the records, at such Party’s expense, subject always to the processes, exemption, and rights to object contemplated within the FOIPP Act. The Students’ Union or the GSA, as the case may be, must provide such copies to the University’s Information and Privacy Office within 10 calendar days from notification by the University’s Information and Privacy Office.

17.02 Disclosure

Subject to section 17.03, each of the University, the Students’ Union and the GSA may disclose information it considers confidential to the other pursuant to this Agreement and, without limitation, the committees established pursuant to this Agreement. Each Party will use all reasonable efforts to treat and keep confidential, and cause its executives, officers, appointees and employees to treat and keep confidential, any such information received by it from another Party marked or otherwise identified as confidential. Such reasonable efforts will be no less than the efforts used by the recipient to protect its own confidential information.

17.03 Exceptions

The obligation to keep information confidential will not apply to information:

- a. which was already known to the Party to whom it was disclosed;
- b. when such information is received by the recipient from a third party without a duty of confidentiality;
- c. when the Party is ordered by judicial or administrative process to disclose any or all of the information, in connection with legal proceedings relating to this Agreement, or when a party is required by law to disclose such information; or
- d. when the other party gives prior written consent to disclosure,

and will cease to apply when, through no fault or omission of the receiving party or its officers or employees, such confidential information becomes public knowledge.

GENERAL

18.01 Notices

Subject to Article 11 of Schedule E-1, any notice required or permitted to be given to any party hereunder shall be validly given if either delivered to the address provided below (if not a post office box), or by electronic facsimile to the fax number provided below:

The University

Insert Address
Fax: Insert

Students' Union

Insert Address
Fax: Insert

GSA

Insert Address
Fax: Insert

or to such other address as a party may from time to time direct in writing. Any such notice delivered or faxed by confirmed fax as aforesaid shall be deemed to have been received by and given to the addressee when delivered or faxed.

18.02 No Assignment

No party shall assign or transfer this Agreement or any of their rights or obligations arising hereunder without the prior written consent of the other Parties.

IN WITNESS WHEREOF the duly authorized officers of the Parties have executed and delivered this Agreement on the dates indicated below.

**THE GOVERNORS OF THE
UNIVERSITY OF ALBERTA**

Per:

Date:

**Vice-President (Finance and
Administration)**

Per:

Date:

**Vice-President (Facilities and
Operations)**

Per:

Date:

Provost and Vice-President Academic

**THE STUDENTS' UNION OF THE
UNIVERSITY OF ALBERTA**

**THE GRADUATE STUDENTS' ASSOCIATION
OF THE UNIVERSITY OF ALBERTA**

Per:

Per:

President

President

Date

Date

Per:

Per:

Date

Date

SCHEDULE A-1 – DEFINITIONS

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- a. **“Academic and Research Areas”** means the Steadward Centre Area, the Faculty of Physical Education and Recreation Area, the Renewed Areas, and all other areas of the PAW Centre and Other Renovated Areas used primarily by the University for teaching or research purposes;
- b. **“Academic Staff”** means faculty and other individuals directly employed with the University and constituting “Academic Staff” defined as within the *Post-secondary Learning Act*;
- c. **“Acceptance Date”** means the date determined in accordance with section 3.04 of this Agreement;
- d. **“Agreement Principles”** has the meaning set out in Recital D;
- e. **“Allowable Student Costs”** means:
 - i. the costs of planning, designing, constructing/renovating, and commissioning of the Student Focused Areas;
 - ii. the initial costs of purchasing and installing equipment, furniture, signs, fixtures, and other incidentals to be used in the Student Focused Areas; and
 - iii. the percentage of the costs of planning, designing, constructing and commissioning the Common Areas as part of the Work that is equal to the percentage that is calculated as the total net assignable square metres occupied by the Student Focused Areas, divided by the total net assignable square metres in the Project that are occupied by the Student Focused Areas and the Academic and Research Areas, which method of calculation and allocation is to be consistently applied, so as to fairly and equitably allocate such costs across the constituent portions of the Project including, without restriction, the Student Focused Areas and the Academic and Research Areas;
- f. **“Alterations”** means all alterations, renovations, changes, improvements, reconfigurations, retrofitting, modifications, substitutions, additions, removals, expansions and reductions;
- g. **“Associations”** means, collectively, the Students’ Union and the GSA;
- h. **“Association Leased Space”** means all that portion of the Student Focused Areas designated or otherwise described as follows within the Design Development Report;

-
- i. the Food Services Vendor space;
 - ii. the Pro Shop Space;
 - i. **“Board”** means the board of the GSA, as appointed or otherwise established from time to time;
 - j. **“Bookable Facilities”** means those facilities designated or otherwise described as follows within the Design Development Report:
 - i. the Community/Teaching Kitchen;
 - ii. the Multi-Purpose Room; and
 - iii. the Graduate Student Lounge which is to be subsequently designated as the Graduate Student Lounge/Quiet Study;together with such additional areas as the Parties may agree upon from time to time;
 - k. **“Bridge Financing Costs”** has the meaning set out in section 4.01;
 - l. **“Climbing Centre Area”** means all that portion of the Student Focused Areas designated or otherwise described as the Climbing Centre area within the Design Development Report;
 - m. **“Committee Procedures”** means those procedures contained within **Schedule E-1 (Committee Procedures)**, as amended from time to time as provided therein or otherwise by agreement in writing between the Parties;
 - n. **“Common Areas”** means all areas within the PAW Centre that do not fall within the definitions of Academic and Research Areas and Student Focused Areas, including without limitation:
 - i. roofs, roof decks, roof coverings and roof membranes; exterior wall assemblies including without limitation weather walls, exterior and interior structural components and elements (including structural subfloors and structural ceilings) and beams, pillars and bearing and retaining walls;
 - ii. foundations and footings;
 - iii. common restroom and washroom facilities not located directly within Academic and Research Areas or Student Focused Areas;
 - iv. walkways, hallways, stairs, elevators, escalators, other transportation equipment and systems, delivery passages, doors, loading docks and related areas, communal garbage and recycling areas and facilities, pedestrian sidewalks, pedways, tunnels, corridors, passageways, accesses, terraces and walkways, service and fire corridors, lamp standards, and entrances to and exits from the PAW Centre, which are not for the exclusive benefit of users of an Academic and Research Area or a Student Area;

-
- v. base building services, including but not limited to mechanical, electrical, utilities, and equipment and service rooms;
 - vi. fire prevention, fire detection, alarm and security systems and equipment; and
 - vii. landscaping and site development adjacent to the PAW Centre;
- o. **“Concourse Area”** means all that portion of the Project designated or otherwise described as the Concourse area within the Design Development Report
- p. **“Condition Day”** has the meaning set out in section 3.01 hereto;
- q. **“Design Development Report”** means the University of Alberta Physical Activity & Wellness (PAW) Centre Design Development Report dated October 13, 2011, prepared by Group 2 Architecture Engineering Ltd.;
- r. **“Faculty of Physical Education and Recreation Area”** means all that portion of the Project designated or otherwise described as the Faculty of Education and Recreation space within the Design Development Report.
- s. **“Fall Term”** means each fall term as defined in the University’s calendar, as amended from time to time;
- t. **“Fee”** means a non-instructional fee levied on each undergraduate and graduate Student of the University, subject to the limitations and terms set out in this Agreement;
- u. **“Fitness Centre Area”** means all that portion of the Student Focused Areas designated or otherwise described as the Fitness Centre area within the Design Development Report;
- v. **“Functional Requirements”** means the functional requirements and specifications set forth within **Schedule B-1(Functional Requirements)**;
- w. **“GSA”** means the Graduate Students’ Association of the University of Alberta;
- x. **“GSA Council”** means council of the GSA elected from time to time by its membership;
- y. **“Lease Agreement”** means a lease agreement(s), substantially in the form attached hereto as **Schedule D-1 (Form of Lease Agreement)**;
- z. **“Non-Academic Staff”** means individuals directly employed with the University and constituting “Non-Academic Staff” defined as within the *Post-secondary Learning Act*;
- aa. **“Operational Requirements”** means the provisions set out in **Schedule C-1 (Operational Requirements)**;
-

bb. “Operation and Maintenance” means management, operation and maintenance of the PAW Centre and the Other Renovated Areas, including:

- i.** provision of all utilities and services;
- ii.** provision of heating and lighting;
- iii.** provision of service staff, security staff, janitorial staff, and building operations and maintenance staff;

in accordance with this Agreement;

cc. “Other Renovated Areas” means areas within the existing Van Vliet Physical Education and Recreation Centre at the University comprising Student Focused Areas, as modified from time to time in accordance with the provisions of this Agreement;

dd. “Party” means one of the University, the GSA or the Students’ Union, and **“Parties”** means all of them;

ee. “PAW Centre” means the new building to be constructed in accordance with the Work, as modified from time to time in accordance with the provisions of this Agreement;

ff. “PAW Centre Account” means the account established and maintained by the University as provided in section 4.05;

gg. “Permitted Costs” has the meaning set out in s. 4.06;

hh. “Project” means the planning, design, construction/renovation and commissioning of:

- i.** the PAW Centre and Other Renovated Areas; and
- ii.** any other physical structures and improvements the construction or renovation of which are contemplated in the Design Development Report and which are constructed/renovated by the University in conjunction with the construction or renovation of the PAW Centre and Other Renovated Areas, those contemplated structure and improvements including:

- A.** the Faculty of Physical Education and Recreation Area; and
- B.** the Steadward Centre Area.

ii. “Project Purpose” has the meaning set out in section 1.05;

-
- jj.** “**Pro Shop Space**” means the area designated as the Activity Registration Zone, Student/Faculty Pro Shop area shown within the Design Development Report, excluding an area on the northern section of the Activity Registration Zone, Student/Faculty Pro Shop, which is:
- i.** located adjacent to the lower concourse;
 - ii.** approximately 15 square metres, more or less, with the exact perimeters to be determined by the University;
 - iii.** to be used by the University as the Activity Registration Zone, as such use may be amended from time to time in the University’s discretion;
- as such area may be amended pursuant to the terms of the applicable Lease;
- kk.** “**Renewed Areas**” means all that portion of the Project designated or otherwise described as the Renewed Space and the Renewed Additional Space within the Design Development Report;
- ll.** “**Shared Mission**” has the meaning set out in Recital A;
- mm.** “**Spring Term**” means each spring term as defined in the University’s calendar, as amended from time to time;
- nn.** “**Steadward Centre Area**” means all that portion of the Project designated or otherwise described as the Steadward Centre area within the Design Development Report;
- oo.** “**Steering Committee**” means the committee established in section 5.01 hereto;
- pp.** “**Steering Committee’s Scope**” means the scope, authority and business of the Steering Committee, as set out in section 5.03 hereto;
- qq.** “**Strategic Operating Committee**” means the committee established in section 6.01 hereto;
- rr.** “**Strategic Operating Committee’s Scope**” means the scope, authority and business of the Strategic Operating Committee, as set out in section 6.01 hereto;
- ss.** “**Student**” means (notwithstanding the University’s definition of undergrad and grad student as set out in the University Calendar, and for the purposes of this Agreement) a full-time or part-time undergraduate or graduate student who is enrolled in at least one course (including, without restriction, thesis courses) for credit at the University of Alberta for a Fall Term, Spring Term, Summer Term or Winter Term, and is assessed a non-instructional fee for membership in the Students’ Union or the GSA;

- tt.** “**Student Contributions Loan**” means the loan described in section 3.01 (a) herein;
- uu.** “**Student Focused Areas**” means the following spaces, located in either the PAW Centre or Other Renovated Areas:
- i.** Student Services Area, other than the Activity Registration Zone, Student/Faculty Pro Shop;
 - ii.** Fitness Centre Area;
 - iii.** Climbing Centre Area;
 - iv.** Concourse Area; and
 - v.** the Association Leased Space;
- vv.** “**Student Services Area**” means all that portion of the Project designated or otherwise described as the Student Services area within the Design Development Report;
- ww.** “**Students’ Council**” means the council of elected representatives of the Students’ Union;
- xx.** “**Students’ Union**” means the Students’ Union of the University of Alberta;
- yy.** “**Summer Term**” means each summer term as defined in the University’s calendar, as amended from time to time;
- zz.** “**Term**” has the meaning set out in section 11.01 hereto;
- aaa.** “**Users**” means:
- i.** Students;
 - ii.** Academic Staff and Non-Academic Staff; and
 - iii.** other individuals who are not Students, Academic Staff or Non-Academic Staff, who are permitted to use the Student Focused Areas by the University as contemplated in section 7.07 of this Agreement;
- bbb.** “**Winter Term**” means each winter term as defined in the University’s calendar, as amended from time to time; and
- ccc.** “**Work**” means the planning, design, construction/renovation and commissioning of the PAW Centre and Other Renovated Areas.

SCHEDULE A-2
INTERPRETATION & GENERAL CONTRACTUAL TERMS

Construction and Interpretation

In the Agreement, including the Schedules, and in any amendments thereto, except as otherwise expressly provided, or unless the context otherwise requires:

- a. the recitals and headings to Articles, Sections and Schedules are for convenience only and will not affect the interpretation of the Agreement;
- b. all references in the Agreement or in any Schedule to “articles”, “sections”, “subsections”, “paragraphs”, “clauses”, and “subclauses” or to other designated subdivisions are to the designated subdivisions of the Agreement or the applicable Schedule, as the case may be;
- c. each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria (to the extent binding and having the force of law) made under that statute and any successor statute, each as amended or re-enacted from time to time;
- d. each reference to a faculty, office, agency or similar body of any relevant authority is deemed to be a reference to any successor or replacement of such faculty, office, agency or similar body;
- e. each reference to a guideline, policy, regulation, rule or directive is deemed to be a reference to any successor or replacement of such guideline, policy, regulation, rule or directive;
- f. words importing the singular include the plural and vice versa, words importing gender include all genders, and words importing individuals shall include firms and corporations, and vice versa;
- g. references to time of day or date mean the local time or date in Edmonton, Alberta;
- h. all references to amounts of money mean lawful currency of Canada;
- i. the word “written” includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and “in writing” has a corresponding meaning;
- j. the words “include” and “including” are to be construed as meaning “including, without limitation”;
- k. except to the extent otherwise expressly provided by the Agreement, any requirement contained in the Agreement, including any Schedule, for the University to consult with, or have regard to the proposals or comments of any Person or to have due regard to, or take account of, any matter or representation will not be construed as a requirement to adopt, incorporate or comply with the result of any such consultation, such proposals or such matter;
- l. the words “herein” and “hereunder” and words of similar import refer to the Agreement as a whole including the Schedules and not to any particular section or other subdivision;
- m. any reference to an entity shall include and be deemed to be a reference to an entity (or entities) that is a successor, permitted assign or successor in title to such entity,

- including any entity which assumes by agreement, by operation of law or otherwise, the rights and/or obligations of the entity;
- n.** words that have well-known technical or trade meanings and that are not specifically defined in the Agreement are used in the Agreement in accordance with their recognized meanings;
 - o.** any reference to “approval”, “authorization” or “consent” of any Person, including any Party, means the written approval, written authorization or written consent of such Person;
 - p.** a reference to a day is a reference to a period of time commencing at midnight and ending the following midnight;
 - q.** a reference to a month is a reference to a calendar month;
 - r.** if the time for performing an obligation under the Agreement expires on a day that is not a Business Day, the time shall, unless specifically indicated to the contrary, be extended until that time on the next Business Day;
 - s.** where a word or phrase is specifically defined, other grammatical forms of that word or phrase have corresponding meanings; and
 - t.** a reference to time is a reference to the time in effect in Alberta, taking into account the *Daylight Saving Time Act* (Alberta).

Governing Law

The Agreement and each of the documents contemplated by or delivered under or in connection with the Agreement are governed exclusively by, and are to be enforced, construed and interpreted exclusively in accordance with, the laws of Alberta and the laws of Canada applicable in Alberta, which will be deemed to be the proper law of the Agreement.

Severability

If any provision of the Agreement is or becomes illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of the Agreement except that if:

- a.** on the reasonable construction of the Agreement as a whole, the applicability of the other provision presumes the validity and enforceability of the particular provision, the other provision will be deemed also to be invalid or unenforceable;
- b.** as a result of the determination by a court of competent jurisdiction that any part of the Agreement is unenforceable or invalid, the fundamental purpose of this Agreement is frustrated, this Agreement shall be either renegotiated or terminated by the Parties.

Further Assurances

The Parties shall, with reasonable diligence, hold all meetings, perform all acts, execute and deliver all documents and instruments, do all things and provide all reasonable assurances as may be reasonably necessary or desirable to give effect to the provisions and intent of the Agreement and to complete the transactions contemplated by the Agreement.

Approvals

Save and except for as specifically stated otherwise within this Agreement (including, without restriction, where stated to be within the discretion or sole discretion of a Party), no approval, authorization, sanction or permission required to be provided under the Agreement shall be unreasonably or arbitrarily withheld or delayed by the Party providing same.

Waivers

No waiver of any provision of the Agreement is binding unless it is in writing and signed by all the Parties, except that any provision which does not give rights or benefits to particular Parties may be waived in writing, signed only by those Parties who have rights under, or hold the benefit of, the provision being waived if those Parties promptly send a copy of the executed waiver to all other Parties. No failure to exercise, and no delay in exercising, any right or remedy under the Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of the Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

Enurement

The Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

Exclusive Warranties

The warranties expressly set forth in the Agreement are exclusive and are in lieu of all other warranties, whether statutory, express or implied (including warranties of merchantability and fitness for a particular purpose, and warranties arising from course of dealing or usage of trade).

Counterparts

The Agreement and all documents contemplated by or delivered under or in connection with the Agreement may be executed and delivered in any number of counterparts with the same effect as if all Parties had signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

Delivery by Fax

Any Party may deliver an executed copy of the Agreement by facsimile or electronic transmission provided that the Party will promptly dispatch by delivery in person to the other Party an originally executed copy of the Agreement.

Amendments

Except as specifically provided in the Agreement, no amendments, supplement, restatement or termination of any provision of the Agreement is binding unless it is in writing and signed by each Party at the time of the amendment, supplement restatement or termination.

Submission to Jurisdiction

Subject to the Conflict and Dispute Resolution Procedure, each of the Parties irrevocably submits to the exclusive jurisdiction of the courts of Alberta and all courts having appellate jurisdiction over those courts in any suit, action or other proceeding in any way related to or arising out of the Agreement by any Party against the other Party.

Entire Agreement

The Agreement, including the attached schedules, and all documents contemplated by or delivered under or in connection with the Agreement, constitutes the entire agreement between the Parties with respect to the subject matter of the Agreement and supersede all prior agreements, negotiations, discussions, undertakings representations, warranties and understandings in respect thereof, whether written or oral, express or implied, statutory or otherwise.

Continuing Nature of Rights and Obligations

The expiry or termination of the Agreement shall not relieve any Party of any rights, liabilities or obligations that by their nature survive expiry or termination, including warranties, remedies, indemnities and obligations of confidentiality or environmental compliance, or that arose prior to the expiry or termination of the Agreement.

No Application of Contra Proferentem

The provisions of the Agreement were negotiated by the Parties and the Agreement shall be deemed to have been drafted by both Parties. The Parties hereby acknowledge that they have read the Agreement in its entirety and that each has obtained independent legal advice in connection with the preparation and execution of the Agreement and the principle of *contra proferentem* shall not be argued, pleaded or applied in any proceeding subsequent to the execution hereof in respect to any provision of the Agreement.

SCHEDULE A-3
REFERENDUM QUESTIONS

In March of 2010, undergraduate students passed the following referendum:

Do you support the establishment of a non-instructional fee subject to the following conditions to build and operate a Physical Activity and Wellness (PAW) Centre on North Campus, subject to the following conditions?

1. The fee would be dedicated to the construction of a new Physical Activity and Wellness (PAW) Centre on North Campus as well as concurrent upgrades to the Van Vliet Physical Education and Recreation Centre.
2. The fee would be assessed in each term to undergraduate students enrolled in at least one course for credit, subject to the following conditions:
 - a. The fee shall be no greater than \$29.00 per Fall and Winter Terms;
 - b. The fee shall be no greater than \$14.50 per Spring and Summer Terms;
 - c. The fee shall be optional for:
 - i. Students that are registered only in courses designated as off-campus;
 - ii. Students that are registered only in courses at Augustana campus;
 - d. The fee shall provide unrestricted use of the Physical Activity and Wellness Centre during its hours of operation to each undergraduate student currently paying the fee; and
 - e. The fee shall not be assessed until the construction of the facility is complete and the student component is operational;
 - f. The fee shall be assessed for a period no longer than 35 years, or until the costs incurred in (1) have been recovered; and
 - g. Undergraduate students would be unable to alter or rescind the fee.
3. There shall be a committee established for the Physical Activity and Wellness Centre that shall:
 - a. Have an overall student majority;
 - b. Provide strategic direction for the student component of the building program; and
 - c. Establish budget principles annually.
4. A building agreement is established between the Governors of the University of Alberta and the University of Alberta Students' Union that is subject to approval by Students' Council.

In March of 2010, graduate students passed the following referendum:

Do you agree to the establishment of a new mandatory fee to build and operate a Physical Activity and Wellness (PAW) Centre on North Campus, subject to the following conditions?

1. The fee will be dedicated to the construction of a new Physical Activity and Wellness (PAW) Centre on North Campus as well as concurrent upgrades to the Van Vliet Physical Education and Recreation Centre.
2. Students shall be assessed a fee no greater than \$29.00 every four months subject to the following conditions:
 - a. The fee shall provide unrestricted use of the Physical Activity and Wellness Centre during its hours of operation to each graduate student currently paying the fee.
 - b. The fee shall not be assessed until the construction of the facility is complete and the student component is operational;
 - c. The fee will be optional for students enrolled at Augustana Campus and students registered in off-campus thesis;
 - d. The fee shall be assessed for a period no longer than 35 years, or until the costs incurred in (1) have been recovered, whichever happens first; and
 - e. Graduate students would be unable to alter or rescind the fee.
3. There shall be a committee established for the Physical Activity and Wellness Centre that shall:
 - a. have an overall student majority,
 - b. provide strategic direction for the student component of the building program, and
 - c. establish budget principles annually.
4. A building agreement is established between the Governors of the University of Alberta, the Students' Union of the University of Alberta and the Graduate Students' Association of the University of Alberta that is subject to approval by GSA Council.

SCHEDULE B-1
FUNCTIONAL REQUIREMENTS

In conducting the design, planning and construction of the Project in accordance with this Agreement, the University shall comply with and deliver upon the following functional requirements:

1. The University shall:

- (a) complete the Project substantially in accordance with the plans and specifications in the Design Development Report, as it has been amended in accordance with the attachments attached as Schedule B-2 hereto, and as aspects of such Design Development Report are modified and subsequent plans and specifications are developed in accordance with this Schedule B-1. For clarification, notwithstanding the foregoing the Project shall be deemed to be non-compliant with the foregoing in the event that:
 - (i) the University eliminates in its entirety any functional space/program area comprising the Student Focused Areas, as contemplated within Section 2.4 of the Detailed Design Report, from the Project delivered on the Acceptance Date without the prior written agreement of the Associations;
 - (ii) the University makes any material change to the Student Focused Areas for the purpose of permitting the Student Focused Areas to be completed at a cost that is not more than the maximum permitted principal amount of the Student Contributions Loan, without first:
 - (1) if feasible, providing a proposal for an alternative means to deliver the functional/program area within the Project, which proposal may consider an alternative timeline for completing the Student Focused Areas; and
 - (2) consulting with the Steering Committee regarding the alternative proposal;

Subject to the provisions in this Schedule, modifications to the size, layout, configuration, or specifications of the Student Focused Areas or Other Renovated Areas shall not, in and of themselves, cause a non-compliance with the obligation to complete the Project substantially in accordance with the plans and specifications in the Design Development Report;

- (b) take reasonable steps to commence construction of the Project within twenty four (24) months of the effective date of this Agreement unless otherwise agreed to be extended by the Parties;

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- (c) diligently pursue completion of the Student Focused Areas after construction of the Project has commenced;
 - (d) as part of completing the Project, install appropriate equipment in the Student Focused Areas, other than the Association Leased Space, to facilitate the use of such areas for their intended purposes. Without limiting the generality of the foregoing, in the Fitness Centre Area, the University shall install:
 - (i) cardiovascular equipment such as treadmills, ellipticals, summit trainers, stationary bikes, steppers, rowers, and ergometers;
 - (ii) selectorized (machine) equipment;
 - (iii) plate load equipment;
 - (iv) benches and racks;
 - (v) free weights and plates;
 - (vi) functional equipment

and other fitness equipment, the details of which shall be discussed by the Steering Committee.
2. The Steering Committee shall meet as required in order to discuss any amendments that may be required in the course of implementation of the Design Development Report; the design and construction shall be informed by various matters including program operations, building operations and costing exercises.
 3. The University may make changes to the Project in accordance with the normal University processes subject to the provisions of paragraphs 4 and 5 of this Schedule.
 4. If a material negative change to the Student Focused Areas is proposed other than for the purpose of permitting the Student Focused Areas to be completed at a cost that is not more than the maximum permitted principal amount of the Student Contributions Loan, and the President (or designate) of the Student's Union or the President (or designate) of the GSA declares at the Steering Committee meeting at which a decision is to be made on such proposal, or provides written notice within Five (5) Business Days following the date of such meeting, that such proposal is not acceptable to that President's (or designate's) Association, the University shall not implement such change unless the same is subsequently approved in writing on behalf of that Association.
 5. For the purposes of section 4 of this Schedule B-1, a material negative change means a change to the design or specifications of the Student Focused Areas that, individually or in the aggregate, is material and adverse to the use and enjoyment of the PAW Centre by the Students or the Associations, or would prevent or materially impair the ability of the Students or the Associations to utilize the impacted portion of the Student Focused Areas for the purposes for which they were originally intended.
 6. If the University and either Association disagree as to:
-

- (a) whether a proposed change to the Student Focused Areas is a material negative change; or
- (b) whether a material negative change to the Student Focused Areas is required for the purpose of permitting the Student Focused Areas to be completed at a cost that is not more than the maximum permitted principal amount of the Student Contributions Loan;

such disagreement shall be treated as a Conflict and shall be resolved in accordance with the Conflict resolution procedure set forth in this Agreement.

7. The University shall, endeavour and utilize reasonable efforts to incorporate visual demonstrations of sustainable construction and operation into the final design and specifications of the project working within the framework of a sustainable certification process following Green Globes design, environmental assessment for new buildings, and shall use all reasonable efforts to seek a minimum certification level of 3 Globes (which the parties understand to be equivalent to a LEED silver). If possible within budget, scope limits and site constraints of the project the University will seek to achieve through a variety of potential features, specifications and design elements forming part of the work a level of 4 Globes (which the parties understand to be equivalent to a LEED gold).

SCHEDULE B-2
AMENDMENTS TO DESIGN DEVELOPMENT REPORT

SCHEDULE C-1
OPERATIONAL REQUIREMENTS

In conducting the Operation and Maintenance of the Project in accordance with this Agreement, the University shall comply with and deliver upon the following operational requirements for, in respect of, or otherwise affecting the Student Focused Areas:

1. **Objectives** - In providing services with respect to the management, operation, maintenance and repair of the Common Areas and the Student Focused Areas, other than Association Leased Space, the University shall:
 - a. preserve the integrity, value, and functional ability of the physical assets in a reasonable and prudent manner;
 - b. deliver the services in a well-planned, high quality, and cost effective manner; and
 - c. continuously meet the spirit and intent of the Agreement Principles.

2. **Service Standards** - Notwithstanding anything contained within this Agreement, the University shall provide Operation and Maintenance of the Common Areas and the Student Focused Areas, other than Association Leased Space, throughout the Term in such a manner so as to meet the following service standards:
 - a. **General:**
 - i. the University shall use all reasonable efforts to achieve and maintain BOMA BEST Level 3 certification, or its agreed upon equivalent (as may be current from time to time throughout the Term) in the delivery of Operation and Maintenance;
 - ii. the University shall use all reasonable efforts to maintain or cause to be maintained all features, specifications and design elements which were incorporated into the construction and specification of the Project and the equipment and services utilized therein so as to continue to attain the Green Globes standard achieved by the Project following the completion of the construction of the Project; and
 - iii. subject to the following specific operational requirements, the Common Areas and the Student Focused Areas, other than the Association Leased Space, shall be operated and maintained by the University in a manner consistent with other buildings operated and maintained by the University and in substantial conformance with the University's general policies, with due regard to their intended use, and their purpose of health and wellness.

 - b. **Specific:**

- i.** Subject to the Agreement Principles:
- A.** The University will use reasonable efforts to maintain operating hours of the Fitness Centre Area substantially similar to the following:
- Hours from September through April inclusive:
6:30 am to 10:00 pm Monday through Friday
8:00 am to 8:00 pm Saturday
9:00 am to 8:00 pm Sunday
- Hours from May through August inclusive:
6:30 am to 10:00 pm Monday through Friday
8:00 am to 7:00 pm Saturday
9:00 am to 6:00 pm Sunday
- subject to either shorter hours or closure from and including Christmas Day to and including New Years Day, on statutory and civic holidays, and other University-wide building closures. Nothing in this Agreement precludes the University from maintaining operating hours in excess of the hours set out above;
- B.** The Fitness Centre may be closed on a temporary basis as may reasonably be required due to maintenance or repairs, or due to emergency;
- C.** Subject to any other applicable provisions of the body of the Agreement of which this Schedule forms a part, the Fitness Centre shall be available to Students during all hours of operation without requirement for additional fee (not including participation in programs or activities, which may be subject to additional fees);
- D.** At no time shall the Fitness Area be open for operation and use by some Users to the exclusion of some or all Students (subject to the University's ability to exclude certain Students in accordance with the *Code of Student Behaviour*); and
- E.** If the Strategic Operating Committee recommends that the University change the hours of operation for the Fitness Centre, then the University may do so.
- ii.** Notwithstanding the foregoing, but always subject to the Agreement Principles, the Climbing Centre Area shall:

- A. be subject to reasonable safeguards in relation to wall access, as determined by the University, to address risk management concerns relative to safe use and facility operation;
- B. be available to Students without the requirement of any additional fee on a drop in, first come first served basis during all hours in which the Climbing Centre is open for operation and use by any Users, and at no time shall the Climbing Centre Area be open for operation and use by some Users to the exclusion of some or all Students (subject to the University's ability to exclude certain Students in accordance with the *Code of Student Behaviour*);
- C. subject to any other applicable provisions of the body of the Agreement of which this Schedule forms a part, be open for operation and use during the following times:

<u>September – April</u>	
Monday to Friday	11:00-16:00
Saturday	12:00-16:00

<u>May – August</u>	
Monday to Friday	16:00-19:00

Nothing in this Agreement precludes the University from maintaining operating hours in excess of the hours set out above. If the University determines that sufficient demand exists, it may also make the Climbing Centre Area open for operation and use during additional periods such as on Saturdays during the May – August period, and Sundays.

Such access is subject to the following:

1. Subject always to due consultation with the Strategic Operating Committee, the hours in which the Climbing Centre Area shall be open for operation and use by all Users may be shortened or may be shifted to be earlier or later in the day;
2. Such operating hours may be shortened, or the Climbing Centre Area may be closed, during the period of time from and including Christmas Day to and including New Years Day, on statutory and civic holidays, and during other University-wide building closures;
3. The Climbing Centre Area may be closed on a temporary basis as may be reasonably required due to maintenance or repairs, or due to emergency. Any proposed significant disruptions of the schedule for the Climbing Centre Area (for example, annual maintenance, or restricted access to accommodate a major climbing competition)

will be taken to the Strategic Operating Committee for information and feedback;

4. Only certain sections of the bouldering and high wall in the Climbing Centre Area may be open at a particular time;
5. Use of the Climbing Centre Area may not be exclusively for Students during the hours in which the Climbing Centre Area is open for operation and use;
6. During selected time periods only, the University may implement a reservation fee to allow Users to reserve climbing time in the Climbing Centre Area. During these time periods, at least 50% of climbing space shall continue to be made available on a drop-in, first-come, first-serve basis. The Strategic Operating Committee shall be consulted on the applicable time periods, the frequency of the time periods, and any reservation fees prior to implementation of the reservation system and fee;
7. Use of the zones within the Climbing Centre Area will be planned to maximize participation and cost effectiveness;
8. The Student entitlement to access to and use of the Climbing Centre Area includes access to the climbing walls and, where applicable, top ropes, but does not include free use of climbing shoes, harnesses, and other personal safety equipment, or additional movable equipment. The University may charge reasonable rental fees for such equipment, and the Strategic Operating Committee shall be consulted on such fees;
9. All Students will pay for the annual access re-certification (i.e. top rope test or lead test) prior to doing lead climbing or high wall climbing within the Climbing Centre Area as is imposed for all Users (other than Users under supervised extra-fee lesson programs);
10. The Parties expect that patterns of use and student needs in the Climbing Centre Area will need to be established and evaluated over the course of the first year or two so that the University can ensure the Climbing Centre Area is running effectively and in a fiscally responsible manner, and it can establish the appropriate pattern of usage for establishing the hours in which the Climbing Centre Area is open for operation and use;
11. It is anticipated that the ongoing discussion relative to the Climbing Centre Area will be taken to the Strategic Operating Committee so

that the Strategic Operating Committee can provide response and input to proposals from the University relative to the hours in which the Climbing Centre Area is open for operation and use;

- 12.** The Strategic Operating Committee will be able to provide its proposals or concerns to the University so that needs and discussion items can be addressed jointly;
- 13.** Fees charged in association with Climbing Centre Area and related equipment usage shall be utilized for Climbing Centre Area operational and capital costs ; and
- 14.** If the Strategic Operating Committee recommends that the University change the hours of operation in which the Climbing Centre Area is open for operation and use, then the University may do so.

At no time shall the access to and use of the Climbing Centre Area by Students as provided for within Section 2(b)(ii)(B) above be amended or otherwise restricted by the University or any operator of the Climbing Centre Area without the prior written agreement of the Associations or without regard to the principles laid out in the Referenda attached as Schedule A-3 hereto.

SCHEDULE D-1
FORM OF LEASE(S)

THIS AGREEMENT made as of the ___ day of _____ 2011.

BETWEEN:

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
(the “University”)

-and-

THE STUDENTS’ UNION OF THE UNIVERSITY OF ALBERTA
(the “Students’ Union”)

-and-

THE GRADUATE STUDENTS’ ASSOCIATION OF THE UNIVERSITY OF ALBERTA
(the “GSA”)

PHYSICAL ACTIVITY AND WELLNESS (PAW) CENTRE LEASE AGREEMENT

WHEREAS:

- A.** The parties have entered into the PAW Centre Project Agreement which sets out the principles governing the establishment of the PAW Centre, and their respective obligations and contributions to the planning, design, construction/renovation, commissioning, funding, maintenance and ongoing operations of the PAW Centre and certain areas within the Van Vliet Centre;
- B.** The PAW Centre Project Agreement provides that the University shall lease to the Tenant the Premises during the Term on the terms and conditions set forth in this Agreement.

NOW THEREFORE in consideration of the above and other good and valuable consideration, the receipt, sufficiency and benefit of which are hereby acknowledged, each of the University and the Tenant agrees with the other as follows:

Definitions and Schedules

1.08 Definitions

In this Lease, unless something in the subject matter or context is inconsistent therewith:

- a.** “**Acceptance Date**” has the meaning attributed to such term in Section 3.04 of the PAW Centre Project Agreement;
- b.** “**Building**” means such of the PAW Centre or the Van Vliet Centre in which the Premises are situate;
- c.** “**Common Use Areas**” means those areas within the Building not intended for exclusive use of the University, the Tenant or any other tenant or authorized occupant of the University as designated from time to time by the University and set aside for the

common or joint use of the occupants of the Building in the manner and for the purposes for which the same are so designated and if the Building is the PAW Centre does not include the Student Focused Areas or the Academic and Research Areas as each of such terms is defined in the PAW Centre Project Agreement;

- d. **“Lease” or “Agreement”** means this Physical Activity and Wellness Centre Lease which includes all schedules hereto;
- e. **“PAW Centre”** means the new building so designated and to be constructed in accordance with the PAW Centre Project Agreement;
- f. **“PAW Centre Project Agreement”** means the Physical Activity and Wellness Centre Project Agreement made between the parties concurrently herewith;
- g. **“Premises”** means the space outlined in red on Schedule “A” hereto, the boundaries of which shall extend from the top surface of the structural subfloor to the bottom surface of the structural ceiling or the building standard ceiling finish (whichever is lower), shall extend to the unfinished surfaces of all walls which bound all or any portions of the Premises, and shall exclude any structural components of the Building;
- h. **“Tenant”** means collectively the Students’ Union and the GSA;
- i. **“Tenant Improvements”** means any alterations, renovations, changes, improvements and additions made to the Premises by or on behalf of the Tenant or any person claiming through or under the Tenant including any fixtures or equipment attached in any way to the Building but excludes the Work;
- j. **“Tenant Property”** means all of the personal property located in the Premises, other than any personal property owned by the University, including but not limited to improvements, equipment, stock-in-trade, furniture, fixtures and signs whether owned by, in the custody of or permitted to be in the Premises by the Tenant or any person claiming through the Tenant but excluding Tenant Improvements;
- k. **“Term”** means the period commencing as of the Acceptance Date and terminating on the earliest of:
 - i. the date of termination of the PAW Centre Project Agreement; and
 - ii. such other date as determined pursuant to this Lease.
- l. **“Van Vliet Centre”** means the building on the campus of the University known as the Van Vliet Physical Education and Recreation Centre.
- m. **“Work”** means the planning, design, construction/renovation and commissioning of the PAW Centre and the Other Renovated Areas (as Other Renovated Areas are defined in

the PAW Centre Project Agreement) in accordance with the PAW Centre Project Agreement.

Grant and Acceptance of Lease

2.01 The University leases to the Tenant and the Tenant accepts from the University such lease of the Premises for the Term on the terms and conditions contained herein.

2.02 This Lease:

- a.** is entered into pursuant to the PAW Centre Project Agreement;
- b.** applies only with respect to the relationship of landlord and tenant in relation to the Premises that being the sole relationship between the parties established pursuant to this Lease;
- c.** does not affect the terms and conditions contained in the PAW Centre Project Agreement with respect to any other relationship between the University and the Students' Union and the GSA or the relationship of landlord and tenant between those parties as provided in the PAW Centre Project Agreement with respect to space other than the Premises;
- d.** together with any relevant provision of the PAW Centre Project Agreement constitutes the whole agreement of the University and the Tenant with respect to the Premises provided that where there is conflict between any term or condition contained in this Lease and any term or condition contained in the PAW Centre Project Agreement the term or condition contained in this Lease governs.

Payments to University

3.01 The University acknowledges receipt and the sufficiency of the sum of \$10 and other good and valuable consideration from the Tenant as provided in the PAW Centre Project Agreement as full payment of basic annual rent (the "Annual Rent") for the Term.

3.02 The Tenant shall pay to the University such amounts as required pursuant to this Lease to the University at the office of the University hereinafter set forth or at such other place as the University may in writing, from time to time, direct without notice or demand unless otherwise provided in this Lease.

3.03 The Tenant shall pay the University interest at a rate equal to the prime bank lending rate from time to time charged by the University's main bank in Edmonton on short term loans in Canadian dollars plus Three (3%) percent per annum on all arrears of rent or other sums payable by the Tenant to the University herein from the date of default in payment, or where provided herein, from the date the amount was expended or incurred by the University, until payment is received by the University.

Use

4.01 The Tenant may use or sub-let the Premises for commercial business activities that provide of support services to students as defined in the regulation to the Post-Secondary Learning Act (Alberta) as amended from time to time and for no other purposes and the Tenant shall not carry on any business, occupation or activities or permit anything to be carried on or done on the Premises which shall be deemed a nuisance or that shall cause annoyance to other occupants of the Building or by which any insurance on the Premises or the Building or any part thereof may become void or voidable.

4.02 The University has entered into and will continue to enter into exclusive campus-wide sponsorship, advertising or supply arrangements for food and beverages and vending machines pursuant to which restrictions are imposed on the activities of the occupants of premises on the campus of the University and pursuant to which the University has an obligation to observe such restrictions and to have each tenant covenant to observe such restrictions.

The University shall ensure that it does not enter into future campus wide sponsorship, advertising or supply arrangements affecting the Premises, without first consulting with the Tenant. The Tenant shall comply with restrictions on its use and occupation of the Premises required by those arrangements that are have been established by the University prior to the date of this Agreement. The Tenant shall also comply with restrictions on its use and occupation of the Premises required by those arrangements that are, in accordance with this Section, entered into by the University from and after the date of this Agreement, provided those restrictions do not cause significant material negative impacts on the business being undertaken by the Tenant or by a sub-tenant or a licensee of the Tenant within the PAW Centre or the Van Vliet Centre at the time that the University enters into such arrangement.

4.03 a. The Tenant shall not:

- i.** commence to use;
- ii.** enter into any agreement permitting any other person, including any sub-tenant of the Tenant the right to commence to use; or
- iii.** grant to any other person under any existing agreement a consent, approval or permission, where it is otherwise the right of the Tenant under such agreement to withhold such consent, approval or permission, to use;

any portion of the Premises for a commercial business activity which business activity would compete or interfere with any commercial business activity being undertaken at the time of commencement of such use by the University or by a tenant or a licensee of the University within the PAW Centre or the Van Vliet Centre.

b. In addition to the restriction contained in Section 4.03(a), during the period of time in which the University permits the existing Booster Juice business to continue to operate in the Van Vliet Centre, the Tenant shall not commence to use, grant to any sub-tenant or

licensee of the Tenant a right to use, or permit any sub-tenant or licensee of the Tenant to commence to use, any portion of the Premises for the sale or provision of fruit based smoothies or fruit based juices other than the sale or provision of pre-packaged juices the sale or provision of which otherwise complies with any applicable arrangements referred to in Section 4.02 and any other applicable provisions of this Lease.

4.04 The University shall not, except as otherwise provided in Section 4.02:

- a.** commence to use;
- b.** enter into any agreement permitting any other person, including any tenant of the University the right to commence to use; or
- c.** grant to any other person under any existing agreement a consent, approval or permission, where it otherwise the right of the University under such agreement to withhold such consent, approval or permission, to use;

any portion of the PAW Centre or the Van Vliet Centre for a commercial business activity which business activity would compete or interfere with any commercial business activity being undertaken at the time of commencement of such use by the Tenant or by a sub-tenant or a licensee of the Tenant within the PAW Centre or the Van Vliet Centre.

4.05 Each of the University and the Tenant shall in commencing to use, entering into an agreement permitting any other person to use or granting to any person under any existing agreement a consent, approval or permission to use space referred to in Section 4.03(a) or Section 4.04, as the case may be, for commercial business activity consider the manner in which such use contributes to the Mission of the PAW Centre, as defined and contemplated in the PAW Centre Project Agreement. At the request of either the University or the Tenant the Strategic Operating Committee may review any action or proposed action by either the University or the Tenant that the requesting party believes may be in contravention of the provisions of Section 4.03(a) or Section 4.04. If either the Landlord or the Tenant disagrees with the results of that review or with the reviewed action or proposed action of the other that disagreement shall be treated as a conflict pursuant to the PAW Centre Project Agreement and shall be resolved in accordance with Schedule F-1 (Conflict and Dispute Resolution Procedure) of such agreement.

Telephone, Taxes and Other Charges Payable by Tenant

5.01 The University shall provide telephone line service and data communication line service to the Premises as provided in the Work. Any additional telephone line service and data communication line service within the Premise shall be the responsibility of the Tenant. The Tenant shall arrange for and pay for any and all required telephone and telecommunication installation and use charges. All arrangements for telephone services or equipment on University property must be coordinated through the University's Academic Information and Communication Technology.

- 5.02** The Tenant shall pay on or before their respective due dates all other Tenant's charges in the nature of business taxes, property taxes and other Tenant's charges of a similar nature of a tax that may be assessed or charged against the Tenant by a valid taxing authority with respect to its operations on or from the Premises.
- 5.03** The Tenant shall pay to the University the cost of any and all utilities, including those referred to in Section 9.01 which are provided to the Premises by the University and consumed upon the Premises which cost shall if there are separate meters or check-meters for the Premises be based on the consumption disclosed by such meters and otherwise shall be a portion of the cost of the Utilities consumed within the Building which portion is equal to the portion, as calculated by the University's Office of Facilities and Operations, that the area of the Premises is of the total area of the Building.
- 5.04** The Tenant shall pay to the University the cost incurred by the University for the janitorial services for the Premises as contemplated in Section 9.01. Unless the janitorial services are provided pursuant to a janitorial contract between the University and a third party and there is a separate cost allocable to the Premises the cost incurred by the University for the janitorial services for the Premises shall be determined by the University's Office of Facilities and Operations and shall be the portion of the total costs of janitorial service for the Building that the area of the Premises is of the total area of the Building. Alternatively, the Tenant may choose to provide its own janitorial services for the Premises.
- 5.05** The costs payable by the Tenant pursuant to each of Section 5.04 and Section 5.05 shall be paid within thirty (30) days of monthly invoice by the University.
- 5.06** The Tenant shall pay to the University on the day the same fall due from the Tenant under the legislation applicable thereto any and all tax required to be collected from the Tenant by the University and known as Goods and Services Tax.

Compliance with Laws, Regulations and Rules

- 6.01** The Tenant shall observe, fulfill and comply with the provisions and requirements of any and all laws, orders, regulations, by-laws and ordinances of governmental bodies relating to the use and occupancy of the Premises by the Tenant, and without limiting the generality of the foregoing shall, in accordance with the provisions of this Lease, make such alterations and changes to the Premises required to make the same comply with the foregoing.
- 6.02** The Tenant shall observe, fulfill and comply with, and shall cause its employees to observe, fulfill and comply with, all rules and regulations from time to time of the University relating to the use of the Premises and the Common Use Areas in the Building, provided the same are not inconsistent with the terms of this Lease.

Repairs

- 7.01** Except as otherwise provided in this Lease, the Tenant shall maintain the Premises, including the Tenant Improvements in good condition during the term and shall make at its sole cost and expense, all necessary repairs and replacements thereto, except for normal wear and tear and repairs and replacements for which the University is responsible under the provisions of this Lease. Such repairs and replacements and any work carried out by the Tenant as contemplated in Section 8.01 shall be made or carried out at the option of the University only by, or under the direct supervision and control of, the University's Office of Facilities and Operations, shall be carried out by skilled and reputable contractors acceptable to the University and shall be carried out with materials of a good and substantial quality.
- 7.02** The Tenant shall permit the University, its servants, employees and agents to enter upon the Premises at all reasonable times for the purpose of viewing the condition thereof and shall within ten (10) days of receipt of written notice given by or on behalf of the University commence and proceed diligently with the execution of such repairs and work required to be done by it pursuant to this Lease and mentioned in such notice. In the event of the Tenant's failure or neglect to carry out any such repairs or work, the University and its agents may enter the Premises and at the Tenant's expense, perform and carry out such repairs and work and the University shall not be liable for any inconvenience, disturbance, loss of business or other damage resulting therefrom and in the event the University spends any monies pursuant to this Section the Tenant will pay the same on demand together with interest from the date of such expenditure by the University.
- 7.03** Subject to the provisions of Section 13.01, the Tenant shall, upon termination of the term herein granted or any renewal thereof, leave the Premises in the same condition as it is required to maintain the same throughout the term and shall remove from the Premises any signs installed by the Tenant after the commencement of the term of this Lease and required to be so removed by the University and shall restore those parts of the Premises to which those signs were affixed to the same condition as existed at the commencement of the Lease.
- 7.04** The Tenant shall give prompt written notice to the University of any defect, damage, disrepair or malfunction of any structural portion of the Building or any part of the heating, plumbing, electrical, ventilating, air conditioning or lighting systems in the Building.
- 7.05** The University shall, from time to time, throughout the term:
- a.** carry out as soon as reasonably possible in the circumstances after receipt of notice thereof in writing from the Tenant, structural repairs to the foundations, exterior walls, structural sub-floors, the roof, the structural portions of bearing walls and structural columns and beams which if not carried out would interfere with or impair the use, occupancy or safety of the Premises;
 - b.** carry out as soon as reasonably possible in the circumstances after receipt of notice thereof in writing from the Tenant, repairs to the electrical, mechanical, plumbing and

utilities systems within or serving the Premises to the extent such systems do not form a part of Tenant Improvements or Tenant Property;

- c. subject to Section 13.01, repair all damage to the Premises other than any Tenant Improvement or Tenant Property which is covered by any insurance effected by the University in accordance with the provisions of Section 10.01 to the extent of the proceeds of such insurance applicable thereto and received by the University.

Alterations and Fixturing

- 8.01** The Tenant shall not make or install any Tenant Improvements or install any fixtures or equipment in the Premises that require attachment in any way to the Building without the consent of the University first had and obtained, which consent shall not be unreasonably withheld. All such work undertaken by the Tenant must be coordinated and carried out through the University's Office of Facilities and Operations. All alterations, improvements, finishes and renovations shall immediately become part of the Premises and the Building, provided always that except as otherwise agreed in writing the University may at the expiration or sooner termination of this Lease require the Tenant restore the Premises in whole or part to the same condition in which they were at the time of entering into this Lease.
- 8.02** The University shall complete the Work, if any, in a good and workmanlike manner and shall use its reasonable efforts to complete that Work in accordance with the time schedule established by the University for the completion thereof. However, the University shall not be liable for loss, injury, damage or inconvenience which the Tenant may sustain by reason of the inability or failure of the University to complete such work and/or deliver possession of the Premises in accordance with that time schedule. The University shall at all times have access to the Premises for the conduct of the Work.
- 8.03** The Tenant acknowledges that as at the Acceptance Date, the Premises are in a good and tenantable state of repair and the Work, if any, in relation to the Premises has been completed in a satisfactory manner, subject always to those defects or deficiencies which are identified in a written list prepared by the University and Tenant in a jointly undertaken turn-over inspection of the Premises prior to the Acceptance Date.

Maintenance and Other Services

- 9.01** The University shall supply electrical power, water, natural gas and any other utilities distribution systems for which are included in the Work to the Premises and shall provide janitorial services for the Premises. The provisions of this Section 9.01 shall not oblige the University to provide electrical power, water, natural gas or any other utilities or janitorial services to the Premises in excess of the standards therefore which are generally applicable to other space within the Building.

- 9.02** The Tenant shall, at its expense and in accordance with the approvals of the University through University of Alberta Protective Services (“UAPS”) (780 492-5050) and the University’s Office of Facilities and Operations, make all necessary arrangements for securing the Premises, such arrangements to include access rights for UAPS, the University’s Office of Facilities and Operations, and any other properly authorized persons in the event of emergency or for the performance of the University's obligations or the exercise of its rights pursuant to the Lease.
- 9.03** The Tenant acknowledges that this agreement is for use of space only. The Tenant must make arrangements with the appropriate department for provision of additional university services and must establish methods for payment for said services with the department of Financial Services.

Insurance

- 10.01** The University shall at all times during the Term maintain at its sole cost all risk insurance in respect of the Building, excluding any Tenant Improvements and Tenant Property, for the full replacement value thereof provided that such insurance, without further consent of, or notice to, the Tenant may have such deductible as the University may determine. Such all risk insurance shall contain a waiver of all rights of subrogation of the insurer against the Tenant, its agents, employees and those other persons for whose actions the University is in law responsible The University may, but shall not be obligated to, carry such other insurance including comprehensive general liability insurance related to the Building or the rents issuing therefrom or such risks and perils in relation thereto or the University’s interest therein as the University may determine.
- 10.02** Every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Tenant or to which the Tenant is entitled pursuant to the provisions of Section 10.01 shall also be available and shall extend to protect each agent, employee and other person referred to in Section 10.01 against whom subrogation is waived and for the purpose of all the foregoing provisions of this Section 10.02, the Tenant is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of each person who is or who becomes such agent, employee or other person from time to time.
- 10.03** The Tenant shall at all times during the Term maintain at its sole cost the following insurance:
- a.** general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Premises, such insurance to afford protection to the combined single limit for personal injury, death or property damage of five million (\$5,000,000) Dollars or such other limits as may be approved or requested by the University;
 - b.** plate glass insurance to the full insurable value of all plate glass on the Premises;
 - c.** all risk insurance on the Tenant Improvements and the Tenant Property to the full replacement value thereof;

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- d.** boiler and machinery insurance on such boilers and pressure vessels as may be installed by the Tenant in the Premises;
 - e.** Tenant's legal liability insurance with respect to the Premises with a limit of not less than the replacement value of the Premises;
 - f.** such other risks and liabilities and for such amounts the University may reasonably request.

The policies of insurance referred to above shall have the following provisions or characteristics:

- g.** any loss which would otherwise be payable to the University shall be payable to the University notwithstanding any act or neglect of the Tenant which might otherwise result in the forfeiture of such policies or any of them;
- h.** the same shall not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured;
- i.** all policies of public liability insurance shall be written to cover the University and the Tenant and shall provide that each person firm or corporation insured under such policy or policies shall be insured in the same manner and to the same extent as if individual policies had been issued to each of them;
- j.** such policies of insurance shall not be cancelled without at least thirty (30) days prior written notice to the University from the insurer;
- k.** all such policies of insurance, other than policies of public liability insurance, shall contain a waiver of all rights of subrogation of the insurer against the University, its agents, employees and those other persons for whose actions the University is in law responsible.

10.04 Every right, exemption from liability, defense and immunity of whatsoever nature applicable to the University or to which the University is entitled pursuant to the provisions of Section 10.03 and pursuant to Section 10.05 shall also be available and shall extend to protect each agent, employee and other person referred to in Section 10.03 k. for the purpose of all the foregoing provisions of this Section 10.04 and for the purposes of Section 10.05, the University is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of each person who is or who becomes such agent, employee or other person from time to time.

10.05 The insurance policies referred to in Section 10.03 may contain such deductible as is determined upon by the Tenant and agreed to by the University, acting reasonably, provided always however that to the extent such policy is not a policy of public liability insurance and contains a deductible, the Tenant shall act as a self-insured and waives recourse co-extensive with the waiver of subrogation referred to in Sections 10.03 and 10.04.

- 10.06** A current certificate(s) evidencing such insurance as required to be carried by it pursuant to the provisions of Section 10.03 shall be provided by the Tenant to the University.
- 10.07** The Tenant shall comply with all lawful requirements of any insurance carrier of the University affecting the Building.
- 10.08** The Tenant shall at its own cost comply with all laws, regulations and government orders or directions relating to the use, generation, manufacture, production, processing, storage, transportation, handling, release, disposal or clean-up of hazardous substances and the protection of the environment on, under or about the Premises. The term "hazardous substances" includes, without limitation, flammables, explosives, radioactive materials, hazardous chemicals or biologicals and waste or substances, petroleum and petroleum products and all substances, materials, goods or gases declared or listed to be hazardous or toxic under laws or regulations in force in the Province. The Tenant shall not use or cause or permit to occur the generation, manufacture, production, processing, storage, handling, release, disposal or clean-up of, any hazardous substance on, under or about the Premises or the transportation to or from the Premises of any hazardous substances except as specifically disclosed to and approved by the University and except in accordance with such requirements of the University as are applicable thereto. Upon the demand of any governmental authority, or the University, that a clean-up be undertaken because of any deposit, emission, leak, spill, discharge or other release of hazardous substance that occurs during the Term on, under, about, at or from the Premises the Tenant shall at its own expense take all remedial action necessary to carry out a full and complete clean-up and shall thereafter provide to the University an independent report or audit in form and substance and from qualified experts approved by the University acting reasonably, certifying such clean-up has been properly completed.
- 10.09** The Tenant shall not do or permit to be done, or omit or permit to be omitted, anything which causes or has the effect of causing the rate of insurance upon the Building to be increased and if the insurance rate shall be increased by any action or inaction of the Tenant or any sub-tenant, licensee or occupant of the Premises permitted by the Tenant, the Tenant shall pay to the University on demand the amount by which the insurance premiums shall be so increased.

Assignment, Subletting, Licensing

- 11.01** The Tenant shall not assign this Lease without the prior written consent of the University first had and obtained, which consent may be withheld for any reason which the University in its sole discretion deems appropriate.
- 11.02** Except as otherwise provided in this Section 11.02 the Tenant shall not sublet all or any part of the Premises, part with possession of all or any part of the Premises or grant a license for all or any part of the Premises without the prior written consent of the University first had and obtained, which consent may be withheld for any reason which the University in its sole discretion deems appropriate. Notwithstanding the foregoing portion of this Section 11.02 the Tenant has the right to enter into a commercial sub-lease of a portion or portions of the Premises with a sub-tenant for

the provision of support services to students as defined in the regulation to the Post-Secondary Learning Act (Alberta) as amended from time to time with the prior written consent of the University not to be unreasonably withheld or delayed provided that:

- a. prior to the consent of the University being effective, the Tenant shall deliver to the University an agreement, in form and content required by the University acting reasonably, in which the proposed assignee or sub-tenant agrees directly with the University to perform and observe all provisions of this Lease applicable to the Tenant;
- b. if so required by the University, the form of the commercial sub-lease or license is approved in advance by the University; and
- c. neither the consent by the University pursuant to Section 11.02(a), the approval of the University to the form of commercial sub-lease pursuant to Section 11.02(b), the sub-letting nor the taking by the University of any documentation in relation thereto affects the obligations of the party named as the Tenant in this Lease to perform and observe all provisions of this Lease applicable to the Tenant.

Signs

12.01 The Tenant shall place no signs on the exterior of the Premises or to the extent the same are visible from the exterior of the Premises on the interior thereof or within the interior common areas without the prior written consent of the University which may be arbitrarily withheld.

Damage, Destruction and Expropriation

13.01 If during the term hereof the Building shall be damaged or destroyed by fire or any other casualty and:

- a. subject always to the operation of any applicable terms of the PAW Centre Project Agreement including, without restriction, Section 12.01 to 12.05, the University elects to demolish and not to rebuild the Building, the Term shall cease and be at an end to all intents and purposes effective as of the date of such termination as provided within the PAW Centre Project Agreement; or
- b. the University elects to rebuild the Building, this Lease and the Term shall continue, but the Tenant shall not during the period of rebuilding by the University contemplated herein be entitled to use any portion of the Premises which the University deems unsafe or unusable or which interferes with the rebuilding by the University in accordance with the PAW Centre Project Agreement. In this situation, the University shall proceed forthwith and diligently to effect any necessary repairs and rebuilding to the Building and the Premises provided that the University shall not be responsible for the rebuilding or restoration of any Tenant Improvements or Tenant Property.

The University may only elect to demolish and not rebuild the PAW Centre, in accordance with the PAW Centre Agreement.

Quiet Enjoyment

14.01 The University has good right and full power to lease the Premises and to grant the rights and privileges herein set out and so long as the Tenant complies with and performs its obligations under this Lease, it shall quietly enjoy the Premises without hindrance or molestation by the University or any person claiming by, through or under the University, on the terms and conditions set forth in this Lease.

Indemnities

15.01 The Tenant shall indemnify and save harmless the University, its officers, agents and employees from any and all liabilities, claims, damages, actions, suits and costs whatsoever brought by any person against the University caused by or arising out of, directly or indirectly:

- a. the performance of this Lease by the Tenant;
- b. the Tenant's occupancy or use of the Premises;
- c. any business or operations of the Tenant or any sub-tenant or licensee conducted in the Premises; or
- d. by reason of any matter or thing done, permitted or omitted to be done by the Tenant, its agents, officers or employees whether occasioned by negligence or otherwise on, in or in relation to the Premises during the term of this Lease or any renewal thereof.

15.02 The Tenant's obligation pursuant to Section 15.01 shall extend to all claims and demands by reason of improper or faulty erection or construction of facilities, trade fixtures or equipment installed on or in the Premises by or on behalf of the Tenant.

15.03 The obligation of the Tenant pursuant to Section 15.01 and 15.02 shall survive any termination of this Lease.

Common Use Areas

16.01 The Tenant, its invitees, employees and agents shall have the privilege of utilizing in common with other persons entitled thereto at all reasonable hours, the Common Use Areas in common with others entitled thereto for the purposes designated therefore by the University. The delivery and shipping of merchandise, supplies, fixtures and other materials or goods of whatsoever nature to or from the Premises and all loading, unloading and handling there of shall be done through such entrances and corridors as designated by the University and at such times and by such means as approved by the University.

Exclusion of Liability

- 17.01** Notwithstanding anything in this Lease otherwise contained, notwithstanding that the same may be caused or occasioned by the negligence to any degree of the University, its servants, agents or employees, the University:
- a.** shall not except to the extent the same is recoverable from insurance required to be carried by the University hereunder be liable for damage or injury to any property of the Tenant which is entrusted to the care or control of the University, its agents, servants or employees;
 - b.** shall not except to the extent the same is recoverable from insurance required to be carried by the University hereunder be liable or responsible in any way for any personal injury of any nature whatsoever that may be suffered or sustained by the Tenant or any employee, agent, servant or invitee of the Tenant or any other person who may be upon the Premises or the Building or for any loss of or damage or injury to any property belonging to the Tenant or to its employees, agents, servants or invitees or any other person while such property is on or within the Premises or the Building.
- 17.02** Notwithstanding anything in this Lease otherwise contained, neither the University, its agents, servants nor employees shall be liable or responsible in any way for any indirect or consequential losses or damages of any nature whatsoever that may be suffered or sustained by the Tenant or any employee, agent, servant or invitee of the Tenant or any other person who may be upon the Premises howsoever the same are caused, save and except for to the extent caused or contributed to by a default on the part of the University under this Lease or by the negligence of the University, its employees, agents or servants.
- 17.03** Notwithstanding anything in this Lease otherwise contained, the University shall not be liable for any damage or damages of any nature whatsoever and howsoever caused, including by the negligence to any degree of the University, its employees, agents or servants and arising by failure to supply adequate drainage, snow or ice removal, or by reason of the interruption of any public utility or of any service required to be provided to the University or to be provided by the University or in the event that steam, water, rain or snow may leak into, issue or flow from any part of the Building or from the water, steam, sprinkler or drainage pipes or plumbing works or from any other place or quarter or for any damage caused by anything done or omitted by any tenant, but the University shall, after notice of the same and where it is within its obligation so to do, use all reasonable diligence to remedy such condition, failure or interruption of service when not directly or indirectly attributable to the Tenant.

No Liens

- 18.01** The Tenant shall not suffer nor permit during the term of this Lease any builders' liens or other liens for work, labour, services or material ordered by or at the request of the Tenant or for the

cost of which the Tenant may in any way be obligated, to attach to the title to the Building or the lands on which the same is located or any portion thereof. Whenever and so often, if ever, as any such lien or liens shall be filed or shall so attach, the Tenant will, within thirty five (35) days thereafter, either pay the same or procure the discharge thereof by giving security therefore or in such other manner as is or may be required or permitted by law in order that such lien or liens be removed.

Default

19.01 A Default will occur whenever:

- a.** the interest of the Tenant in the Term shall be taken in execution or attachment, which breach is not cured within 30 Business Days after receipt by the Tenant of a notice of such breach from the University (or if the breach reasonably requires more than 30 Business Days to Cure, unless the Tenant commences actions to cure the breach within such period and thereafter promptly, effectively and continuously works to and does remedy and cure the breach); or
- b.** the Students' Union and the GSA make a general assignment for the benefit of its creditors or a proposal under the Bankruptcy and Insolvency Act or is adjudged bankrupt or insolvent, or if a receiver shall be appointed for the business, property, affairs or revenues either the Students' Union or the GSA; or
- c.** the Tenant shall abandon the Premises, which breach is not cured within 30 Business Days after receipt by the Tenant of a notice of such breach from the University (or if the breach reasonably requires more than 30 Business Days to Cure, unless the Tenant commences actions to cure the breach within such period and thereafter promptly, effectively and continuously works to and does remedy and cure the breach); or
- d.** the Tenant shall, or shall purport to, assign, sub-let or grant a license with respect to any portion or all of the Term or the Premises other than in accordance with the terms of this Lease, which breach is not cured within 30 Business Days after receipt by the Tenant of a notice of such breach from the University (or if the breach reasonably requires more than 30 Business Days to Cure, unless the Tenant commences actions to cure the breach within such period and thereafter promptly, effectively and continuously works to and does remedy and cure the breach) ; or
- e.** the Tenant shall not observe, perform and keep any other of the covenants, agreements, provisions, stipulations and conditions herein to be observed, performed and kept by the Tenant which breach is not cured within 30 Business Days after receipt by the Tenant of a notice of such breach from the University (or if the breach reasonably requires more than 30 Business Days to Cure, unless the Tenant commences actions to cure the breach within such period and thereafter promptly, effectively and continuously works to and does remedy and cure the breach);

- f. the University shall not observe, perform and keep any other of the covenants, agreements, provisions, stipulations and conditions herein to be observed, performed and kept by the , which breach is not cured within 60 Business Days after receipt by the University of a notice of such breach from the Tenant (or if the breach reasonably requires more than 60 Business Days to Cure, unless the University commences actions to cure the breach within such period and thereafter promptly, effectively and continuously works to and does remedy and cure the breach).

The Tenant or University shall have the right to deliver to the other Party a Notice specifying the event of Default in respect of the defaulting Party. The Party receiving the Default Notice shall have a period of twenty (20) Business Days from the date of its receipt of the Notice within which to deliver a Notice to the other party that it contests the existence of a default (the “Objection Notice”). Failure to deliver an Objection Notice within the specified time shall be deemed an acknowledgement that the Default has occurred.

If an Objection Notice is delivered, the determination as to whether a Default exists shall be referred to arbitration pursuant to the provisions of Section 19.08 hereof. If an Objection Notice is delivered, the curative provision set out in the definition and in Section 19.02, if any, shall begin on the date of the arbitrator’s determination that the Default existed.

19.02 If the defaulting Party has not cured, or where otherwise permitted pursuant to Section 19.01 commenced and diligently pursued cure of, the Default specified in the Notice referred to in Section 19.01 within the time periods provided for in this Agreement:

- a. the other Party shall have the right:
- i. to bring any proceedings in the nature of specific performance, injunction or other equitable remedy, it being acknowledged by the parties that damages at law may be an inadequate remedy for a default, breach or threatened breach of this Agreement; and
 - ii. to bring any action at law or in equity as may be permitted in order to recover damages or for such other remedy or remedies as may be available to it; and
- b. and the defaulting Party is the Tenant, the University may re-enter upon and take possession of the Premises or any part thereof in the name of the whole, without limiting any of its other rights at law, and if and whenever the University is entitled to re-enter the Premises, the University may terminate this Lease and the Term by giving written notice of termination to the Tenant and in such event the Tenant will forthwith vacate and surrender the Premises.

19.03 The failure of the University to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option and the acceptance of Rent by the University with knowledge of the breach by the Tenant of any covenants or conditions of this Lease shall not be deemed to be a waiver of such breach and no waiver by the University of any provisions of this Lease shall be deemed to have been made unless expressed in writing and signed by the University.

19.04 If at any time and so often as the same shall happen:

- a. the Tenant shall be in Default as set forth within Section 19.01 of this Lease; or
- b. the Tenant shall not observe, perform and keep any of the covenants, agreements, provisions, stipulations and conditions herein to be observed, performed and kept by the Tenant and the Landlord, acting reasonably, believes that such failure on the part of the Tenant results in a risk of material damage, loss or injury to the Building or any portion thereof or persons therein or to the University;

then the University may, but shall not be obligated to, without waiving or releasing the Tenant from its obligations under the terms of this Lease, itself observe and perform the covenant or covenants in respect of which the Tenant is in default, and in that connection may pay such monies as may be required or as the University may reasonably deem expedient, and the University may thereupon charge all monies so paid and expended by it to the Tenant together with interest thereon from the date upon which the University shall have paid out the same; provided however that if the University commences and completes either the performance of any such covenant or covenants or any part thereof, the University shall not be obliged to complete such performance or be later obliged to act in like fashion.

19.05 Unless otherwise expressly provided in this Lease, all sums and costs paid by the University, including costs paid between solicitor and client, on account of any default by the Tenant under this Lease shall be payable to the University by the Tenant forthwith, with interest thereon at the rate hereinbefore set forth from date of payment of such sums or costs by the University.

19.06 All rights and remedies of the University in this Lease contained shall be cumulative and not alternative and are not dependent the one on the other and mention of any particular remedy or remedies of the University in respect of any default by the Tenant shall not preclude the University from any other remedy in respect thereof, whether available at law or in equity or as expressly provided for herein.

19.07 In the event the Tenant remains in possession of the Premised after the end of the Term and without the execution and delivery of a new Lease, there shall be no tacit renewal of this Lease and Term hereby granted and the Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month on the terms and conditions contained herein; provided however

that this provision shall not authorize the Tenant to so over hold where the University has objected to such over holding or has required the Tenant to vacate the Premises.

19.08 If an Objection Notice is delivered pursuant to Section 19.01 hereof, the following provisions shall apply:

- a.** the Parties shall have a period of fifteen (15) days following receipt of the Objection Notice to agree upon a single arbitrator. If within such period of fifteen (15) days, the Parties cannot agree on a single arbitrator, each Party shall within a further period of fifteen (15) days select and appoint an arbitrator. The two appointed arbitrators shall, within fifteen (15) days of the appointment of the second arbitrator, appoint a third arbitrator;
- b.** if either Party fails to appoint an arbitrator within the said fifteen (15) day the arbitrator appointed by the other Party shall determine the matter and the arbitrator's decision shall be final and binding upon the Parties;
- c.** if the first two arbitrators appointed in accordance with this Section fail to appoint a third arbitrator within the said fifteen (15) day period following the appointment of the second arbitrator, the third arbitrator shall be appointed by a Justice of the Court of Queen's Bench of Alberta on the application made by either Party to that Court;
- d.** the arbitrator(s) shall be requested to make a decision relating to the matter in question within thirty (30) days of the determination of the panel of arbitrators;
- e.** each Party shall, in the case of a panel of three arbitrators, pay the expenses and fees of its arbitrator, and in addition, shall pay one half of the fees and expenses of the third arbitrator; and in the case of a single arbitrator, each Party shall pay one half of the fees and expenses of that arbitrator; and
- f.** except as otherwise provided, the provisions of the Arbitration Act of the Province of Alberta or any similar or substitute Act then in force shall apply.

Notices

20.01 Any demand or notice to be given pursuant to this Lease, unless otherwise expressly provided herein, will be duly and properly made and given if made in writing and delivered to the address of the party for whom it is intended as set out below in a cover addressed to such party as follows:

a. in the case of the Tenant:

b. in the case of the University:

or to such other addresses as the parties may from time to time designate in writing, and any demand or notice so made or given will be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered.

Interpretation

21.01 The headings used throughout this Lease are inserted for reference purposes only and are not considered or taken into account in construing the terms and provisions of any paragraph or Section and are not to be deemed in any way to qualify, modify, or explain the effects of such provisions or terms.

Successors and Assigns

22.01 This Lease shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns or where required herein their respective approved successors and assigns.

Time of Essence

23.01 Time is of the essence of this Lease.

Unavoidable Delays

24.01 In the event that the University shall be delayed, hindered or prevented from the performance of any covenant hereunder by any cause not within the control of the University (excluding lack of finance of the University), the performance of such covenant shall be excused for the period during which such performance is rendered impossible and the time for performance thereof shall be extended accordingly, but this shall not excuse the Tenant from the prompt payment of any amount required to be paid by the Tenant under the provisions of this Lease.

Joint and Several Obligations

25.01 All warranties, representations, obligations and liabilities of the Tenant contained in or arising pursuant to this Lease are joint and several warranties, representations, obligations and liabilities, as the case may be, of the Students' Union and the GSA.

IN WITNESS WHEREOF the duly authorized officers of the parties have executed and delivered this Agreement on the dates indicated below.

**THE GOVERNORS OF THE
UNIVERSITY OF ALBERTA**

Date:

**Dr. Indira Samarasekera
President**

Date:

**Don Hickey
Vice-President (Facilities and Operations)**

**THE STUDENTS' UNION OF THE
UNIVERSITY OF ALBERTA**

Date:

President

**THE GRADUATE STUDENTS' ASSOCIATION
OF THE UNIVERSITY OF ALBERTA**

Date:

President

SCHEDULE E-1
COMMITTEE PROCEDURES

ARTICLE 1 - DESIGNATION AND AMENDMENT OF PROCEDURES

1.1 The procedures set forth herein shall apply to the operations of the Steering Committee and the Strategic Operating Committee established under the main body of the PAW Centre Agreement.

1.2 The Committee may exercise all powers and do all acts and things as the Committee may exercise and do as contemplated within the PAW Centre Agreement, including these Procedures.

1.3 Save and except for the quorum requirements contemplated within the main body of the PAW Centre Agreement and Section 6.1 of these Procedures, and the meeting provisions contained within Article 4 of these Procedures:

- (a) the Members of the Steering Committee may from time to time amend these Procedures, as they relate to the Steering Committee, by passing a Special Resolution to that effect; and
- (b) the Members of the Strategic Operating Committee may from time to time amend these Procedures, as they relate to the Strategic Operating Committee, by passing a Resolution to that effect.

ARTICLE 2 - INTERPRETATION

2.1 In these Procedures, so far as the context does not otherwise require:

- (a) “**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in the Province of Alberta;
- (b) “**Chair**” means that Committee Member appointed as the Chair under the main body of the PAW Centre Agreement or these Procedures;
- (c) “**Committee**” means either the Steering Committee and the Strategic Operating Committee, as the case may be or as the context so requires;
- (d) “**PAW Centre Agreement**” means the agreement to which this Schedule E-1 is attached, and of which this Schedule E-1 is a part;
- (e) “**Procedures**” means the Procedures of the Committee, as described in this Schedule E-1;

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- (f) “**Members**” means the members of the Committee appointed from time to time and a “Member” means one of them;
- (g) “**Resolution**” means:
- (i) a resolution passed at a meeting of the Committee by a simple majority of the votes cast by those Members entitled to vote and present in person or by proxy at the meeting, provided that in the case of the Strategic Operating Committee, the President (or designate) of the Graduate Students’ Association, the President (or designate) of the Students’ Union, and one of the Members listed in section 6.04(a)-(e) of the PAW Centre Agreement must vote in favour of such resolution; or
 - (ii) a resolution that has been submitted to the Members and consented to in writing by no less than a simple majority of the Members, in person or by proxy, who would have been entitled to vote on it at a meeting at the Committee, provided that in the case of the Strategic Operating Committee, the President (or designate) of the Graduate Students’ Association, the President (or designate) of the Students’ Union, and one of the Members listed in s. 6.04(a)-(e) of the PAW Centre Agreement must vote in favour of such resolution;
- (h) “**Secretary**” means the person appointed as the Secretary under these Procedures; and
- (i) “**Special Resolution**” means:
- (i) a resolution passed at a meeting of the Committee by a majority consisting of no less than three-quarters ($\frac{3}{4}$) of the Members entitled to vote at the meeting; or
 - (ii) a resolution that has been submitted to the Members and consented to in writing by no less than three-quarters ($\frac{3}{4}$) of the Members, in person or by proxy, who would have been entitled to vote on it at a meeting at the Committee.

Any capitalized terms used within these Procedures which are not specifically defined herein shall have the meaning ascribed to it within the PAW Centre Agreement.

2.2 The objects of the Committee are those named in the main body of the PAW Centre Agreement.

2.3 Words importing the singular number or the masculine gender shall include the plural number or the feminine gender, as the case may be, and vice versa, and references to persons, organizations or corporations shall include individuals, partnerships, firms, societies and corporations, all as the context requires.

ARTICLE 3 - MEMBERS

3.1 Each Member of the Committee shall be appointed in accordance with the terms of the main body of the PAW Centre Agreement.

3.2 No act or proceeding of the Committee is invalid by reason of any defect or irregularity in the appointment of a Member.

3.3 A person shall immediately cease to be a Committee Member of the Committee:

- (a)** upon giving his resignation in writing to the Committee;
- (b)** upon his death; or
- (c)** upon the Party appointing the Member delivering written notice to the Committee that the appointing Party desires the Member to be removed from the Committee.

ARTICLE 4 - MEETINGS OF MEMBERS

4.1 Subject always to and in accordance with the main body of this Agreement, the meetings of the Committee may be held at any time and place to be determined by the Chair in consultation with the Committee. Notwithstanding anything in these Procedures to the contrary, the Committee may set a schedule of Committee meetings for a certain period or periods together with the accompanying standing agenda of the business to be transacted:

- (a)** in the case of the Steering Committee, by passing a Special Resolution to that effect; and
- (b)** in the case of the Strategic Operating Committee, by passing a Resolution to that effect;

and, in such case, written notice of each such meeting is not required to be given to the Members. Nothing within this Section 4.1 shall be deemed to waive or amend the requirement to provide notice in writing in accordance with these Procedures of any of the business to be transacted which is not otherwise contemplated within the standing agenda(s) approved by the Committee for such schedule meeting(s).

4.2 Subject to Section 4.5, the Committee may, whenever it thinks fit, convene any other meeting of the Committee.

4.3 Except as otherwise stated in the Procedures, written notice of:

- (a)** the time and place of meetings of the Members; and
- (b)** an agenda of the business to be transacted;

shall be given to each Member, as applicable, at least seven (7) days before the holding of a meeting. Notice of all such meetings, together with any agenda(s), shall also be provided in writing to the executive directors of each of the Associations concurrently with the provision of such notice and/or agenda(s) to the Members of any Committee.

4.4 Subject to the provisions of these Procedures, meetings of Members may be called at any time by the Chair.

4.5 A meeting of Members shall be called by the Chair or Secretary upon receipt of a petition signed by no less than one-third of the Members setting forth the reasons for calling such meeting.

ARTICLE 5 - ERROR OR OMISSION IN NOTICE

5.1 No error or omission in giving notice of any meeting or any adjourned meeting or the associated agenda shall invalidate such meeting or make void any proceedings taken thereat provided always that:

- (a)** there are sufficient Members present to constitute a quorum as contemplated under the provisions of the main body of this Agreement and these Procedures; and
- (b)** the waiver of the requirement for notice in accordance with the provisions of these Procedures, and the ratification, approval and confirmation of any or all proceedings taken or had thereat:
 - (i)** in the case of the Steering Committee, is consented to by passing a Special Resolution to that effect; and
 - (ii)** in the case of the Strategic Operating Committee, is consented to by passing a Resolution to that effect.

ARTICLE 6 - QUORUM

6.1 A quorum for the transaction of business at any meeting of Members shall consist of the respective quorums set forth within the main body of the PAW Centre Agreement for either the Steering Committee or the Strategic Operating Committee.

ARTICLE 7 - PROCEEDINGS AT MEMBERS' MEETINGS

7.1 Unless otherwise provided for within these Procedures, neither:

- (a)** the agenda for a meeting of Members that has been provided to Members pursuant to Section 4.3 of these Procedures; nor

-
- (b) the standing agenda of a schedule meeting of Members approved by the Committee pursuant to Section 4.1 of these Procedures;

may be amended at such meeting so as to contemplate any other or additional business to be transacted, unless notice of the revised agenda has been provided to the Members in accordance with Section 4.3 of these Procedures, or such notice of the revised agenda has otherwise been waived in accordance with these Procedures.

7.2 Each Member shall be entitled to one (1) vote on every matter properly put before a meeting for a vote.

7.3 Every action or decision taken or made by a Committee shall be taken or made by way of a Resolution or Special Resolution, as these Procedures may require.

7.4 Every question shall be decided in the first instance by a show of hands unless any Member demands a recorded vote. Upon a show of hands, every Member shall have one (1) vote, and unless a recorded vote be demanded, a declaration by the Chair that a resolution has been carried or not carried and an entry to that effect in the minutes of the Committee shall be sufficient evidence of the fact without proof of the number or proportion of the vote accorded in favour of or against such resolution. The demand for a recorded vote may be withdrawn, but if a recorded vote be demanded and not withdrawn, the Members present in person or by designate shall vote, and such recorded vote shall be taken in such manner as the Chair shall direct and the result of such recorded vote shall be deemed the decision of the Committee upon the matter in question. In the event of a tie vote, the Chair shall not have a second and casting vote and the motion shall be declared lost.

7.5 Each Member may vote by way of a designate. Such designate needs not himself or herself to be a Member.

7.6 Business at all meetings of the Committee shall be conducted according to these Procedures and the rules of order adopted by the chair of the meeting, provided always that:

- (a) such rules shall provide each Member with a reasonable right to due process and right to be heard, subject to a reasonable need to carry meeting efficiently and effectively; and
- (b) in the absence of rules so adopted, or to the extent that such rules or these Procedures do not provide, Roberts' Rules of Order or respective portions thereof shall govern conduct of the meetings.

7.7 A proposed resolution may be submitted to any meeting by any person present and entitled to vote, whether or not notice in writing of the intention to submit such resolution had been given to the Secretary prior to such meeting.

7.8 The Chair shall preside at every meeting of the Members but if the Chair is not present, or for any reason the Chair refuses to preside, then those present at the meeting shall appoint a Chair to act at that meeting.

7.9 The Chair may move or propose a resolution.

7.10 Where a Member believes a personal conflict of interest on a given matter exists, that Member shall make that declaration at a meeting. If, after making such a declaration, a Member votes in respect of a Resolution or Special Resolution, then the Chair shall pass that declaration along to the appropriate decision-makers within the University, together with the recommendation that is the subject matter of the Resolution. For clarification, no Member shall be deemed to be in a conflict of interest due solely to that Member's past, concurrent, or future anticipated role or position with or within the University, the Board of Governors, or either of the Associations.

ARTICLE 8 - ADMINISTRATION

8.1 A Secretary shall be appointed by the Chair from the Chair's staff, and failing such appointment be elected by the Committee, but does not have to be a Member. If the Secretary is a Member and ceases to be a Member, then such Secretary also ceases to hold office.

8.2 Chair

The Chair shall be ex-officio a member of all Committees. The Chair when present, shall preside at all meetings of the Committee. In the Chair's absence, a chairperson may be elected by those attending the meeting to preside thereat.

8.3 Secretary

- (a)** It shall be the duty of the Secretary to attend all meetings of the Committee, to keep accurate minutes or the same, and maintain proper records of the Committee in accordance with University procedures relating to creation, retention and disposition of records. In the absence of the Secretary, the Secretary's duties shall be discharged by such Committee Member as may be appointed by the Committee. The Secretary shall have charge of all the correspondence of the Committee and be under the direction of the Chair and the Committee.
- (b)** The Secretary shall also keep a record of all the Members and their respective contact information for notices and agendas, and send all notices and agendas of the various meetings as required.
- (c)** The duties of the Secretary may be delegated to such other Party or Parties as the Committee may decide.

8.4 The Secretary may be removed from office by a Resolution passed at a meeting of the Committee.

8.5 The Committee may appoint, remove and replace the Secretary as it deems necessary and determine the responsibilities and term, if any, of such other officers.

8.6 No Secretary shall be remunerated for being or acting in such appointed position, but a Secretary can be reimbursed for all expenses necessarily and reasonably incurred while engaged in the affairs of the Committee.

ARTICLE 9 - SUBCOMMITTEES

9.1 The Committee may appoint standing or *ad hoc* subcommittees that it deems necessary consisting of Members and others and may assign duties and responsibilities to the subcommittees that are not inconsistent with the PAW Center Agreement and may make regulations governing their conduct.

9.2 At least one (1) Committee Member shall be a member of each subcommittee.

9.3 All such subcommittees shall be accountable to the Committee.

ARTICLE 10 - MINUTES

10.1 The Secretary will keep all official copies of the approved minutes, which must summarize the discussion at the meetings and which must include:

- (a)** all appointments of the Secretary;
- (b)** all names of all Members present at each meeting of the Members; and
- (c)** all resolutions and proceedings of meetings of the Members and of the Committee.

10.2 Any minutes of the Members and the Committee, if signed by the Chair of that meeting or the Chair of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes.

ARTICLE 11 - NOTICE

11.1 Any notice which is required or permitted to be given under these Procedures to a Member shall be in writing and may be:

- (a)** delivered personally to the business address on the University campus of the Member to whom it is intended, last known to the Committee as recorded on its books or records;
- (b)** sent by fax to the fax number of the Member last known to the Committee as recorded on its books or records; or

- (c) sent by electronic mail to the electronic mail address of the Member last known to the Committee as recorded on its books or records;

and in each case shall be copied to the executive director of each of the Associations.

11.2 Any notice which is required or permitted to be given to the Committee shall be in writing and shall be delivered to the Chair, with a copy of such notice also delivered to the Secretary, in the manners set forth above.

11.3 Any notice delivered before 4:30 p.m. (local time) on a Business Day shall be deemed to have been received on the date of delivery. Any notice delivered after 4:30 p.m. (local time) on a Business Day or delivered on a day other than a Business Day, as the case may be, shall be deemed to have been received on the next Business Day. Any notice sent by fax before 4:30 p.m. (local time) on a Business Day shall be deemed to have been received when the sender receives the confirmation through its fax machine confirming receipt by the recipient; provided however, that any fax received after 4:30 p.m. (local time) on a Business Day, or received on a day other than a Business Day, as the case may be, shall be deemed to have been received on the next Business Day. Any notice sent by electronic mail before 4:30 p.m. (local time) on a Business Day shall be deemed to have been received on the day of sending such notice; provided however, that any electronic mail notice received after 4:30 p.m. (local time) on a Business Day, or received on a day other than a Business Day, as the case may be, shall be deemed to have been received on the next Business Day.

ARTICLE 12 - INSPECTION OF RECORDS BY MEMBERS

12.1 Any Member may inspect the records of the Committee at any time upon giving reasonable written notice to the Committee and arranging a time satisfactory to the Chair or Secretary, respectively. Each Member shall, at all times, have access to such records.

ARTICLE 13 - DISSOLUTION OF COMMITTEE

13.1 The Committee shall automatically dissolve upon:

- (a) in the case of the Steering Committee, upon the Acceptance Date; and

in the case of the Strategic Operating Committee, upon the termination of the PAW Centre Agreement.

SCHEDULE F-1
CONFLICT AND DISPUTE RESOLUTION PROCEDURE

1. Definitions - In this Schedule, the following words and phrases have the following meanings:

- (a) “**Arbitrator**” means the person appointed to act as such to resolve any Dispute;
- (b) “**Arbitration**” means a process whereby each of the Parties, with or without legal counsel, jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
- (c) “**Conflict**” has the meaning set out in s. 16.01 of the main body of this Agreement;
- (d) “**Disclosed Information**” means the information disclosed by a Party for the purpose of settlement, Negotiation, Mediation or Arbitration;
- (e) “**Dispute**” has the meaning set out in s. 16.01 of the main body of this Agreement;
- (f) “**Mediation**” means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
- (g) “**Mediator**” means the person appointed to facilitate the resolution of a Dispute between the Parties;
- (h) “**Negotiation**” means a process whereby a Representative of each Party, with or without legal counsel, meet to discuss and attempt to resolve a Conflict or a Dispute, at all times acting in good faith;
- (i) “**Party**” means a party to this Agreement to which this Conflict and Dispute Resolution Procedure is attached, and “**Parties**” means more than one of them; and
- (j) “**Provost and Vice-President Academic**” means the individual holding the position of Provost and Vice-President Academic from time to time, or its successor position, within the administration of the University of Alberta;
- (k) “**Representative**” means
 - (i) in respect of the GSA, a member of the Board of the GSA as may be appointed from time to time;
 - (ii) in respect of the Students’ Union, a member of the Students’ Council of the Students’ Union as may be appointed from time to time;
 - (iii) in respect of the University, the Dean of the Faculty of Physical Education and Recreation or designate, and the Vice-President (Facilities and Operations) or designate, or one of them, as determined by the Dean of the Faculty of Physical Education and Recreation and the Vice-President (Facilities and Operations).

2. Conflict Resolution Process - In the event of any Conflict, the Parties agree that the Conflict shall be resolved in the following order:

- (a) first, by Negotiation; and
- (b) second, by way of reference of the Conflict to the Provost and Vice-President Academic for resolution.

Negotiation, and if applicable the ultimate resolution by the Provost and Vice-President Academic, shall refer to, take into account, and apply the Shared Mission, Agreement Principles and Project Purpose stated by the Parties within the Agreement to which this Schedule is attached.

3. Dispute Resolution Process - In the event of any Dispute, the Parties agree that prior to commencing litigation, they shall undertake a process to promote the resolution of a Dispute in the following order:

- (a) first, by Negotiation;
- (b) second, by way of Mediation; and
- (c) third, by arbitration, if mutually agreed to in writing at the time of the Dispute, by the Parties.

Negotiation, Mediation or Arbitration shall refer to, take into account, and apply the intentions and principles stated by the Parties within the Agreement to which this Schedule is attached.

4. Negotiation - A Party shall give written notice (“**Conflict Notice**” or “**Dispute Notice**” as the case may be) to the other Party of a Conflict or Dispute and outline in reasonable detail the relevant information concerning the Conflict or Dispute. As soon as possible following receipt of the Conflict Notice or Dispute Notice, the Representatives shall meet and attempt to resolve the Conflict or Dispute through Negotiation. If a Conflict as described in section 6 of Schedule B-1 or in section 5.09 of this Agreement is not resolved within seven (7) days of receipt of the Conflict Notice, the Negotiation shall be deemed to have failed. If a Conflict as described in section 3.04 or 6.10 of this Agreement, or a Dispute is not resolved within thirty (30) days of receipt of the Conflict Notice or Dispute Notice, the Negotiation shall be deemed to have failed.

5. Mediation - If the Representatives cannot resolve a Dispute within such thirty (30) day period, then the Dispute shall be referred to Mediation, in accordance with the National Mediation Rules of the ADR Institute of Canada, Inc. Any one of the Parties shall provide the other Parties with written notice (“**Mediation Notice**”) specifying the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated. If the Mediation is not completed within sixty (60) days from the date of receipt of the Mediation Notice, the Dispute shall be deemed to have failed to be resolved by Mediation.

6. Conflict Resolution - If the Negotiation fails to resolve a Conflict, the Conflict shall be submitted to the Provost and Vice-President Academic for binding resolution. The Provost and Vice-President Academic’s decision is final and binding. The Provost and Vice-President Academic shall meet with the Representatives together to hear and render a written decision concerning any Conflict within forty-five (45) days of the termination of Negotiation, and shall refer to, take into account, and apply the Shared Mission, Agreement Principles and Project Purpose stated by the Parties within the Agreement to which this Schedule is attached.

7. Dispute Arbitration

- (a) If the Mediation fails to resolve the Dispute and if both Parties so agree in writing, at the time of the dispute or if so provided in the body of the Agreement of which this schedule forms a part, the Dispute shall be submitted to binding Arbitration. One of the Parties may provide the other Party with written notice (“**Arbitration Notice**”) specifying the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated. If the other Party agrees to proceed to Arbitration, such Dispute shall proceed to Arbitration. A failure to respond to the Arbitration Notice shall be deemed to constitute a refusal to proceed with Arbitration;
- (b) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the “**Rules**”) established from time to time by the ADR Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language;
- (c) The Parties shall request that the Arbitrator proceed to hear and render a written decision concerning any Dispute within:
 - (i) forty-five (45) days, if the subject matter of the Dispute is less than \$50,000.00; or
 - (ii) one hundred and twenty (120) days, if the subject matter of the Dispute is greater than \$50,000.00.
- (d) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
- (e) The Arbitrator’s decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.
- (f) The Arbitrator shall at all times, and in making its decision, have due regard for the Shared Mission, the Agreement Principles and the Project Purpose.

8. Participation - The Parties and their Representatives will participate in good faith in the Negotiation, and where and if applicable Mediation, the resolution by the Provost and Vice-President Academic or Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary and notwithstanding that litigation may have commenced as contemplated in this Schedule.

9. Location - The place for all Negotiation, Mediation, resolution by the Provost and Vice-President Academic, and Arbitration shall be upon the campus of the University of Alberta in Edmonton, Alberta, and at such specific location as the Parties may agree or as the Mediator, the Provost and Vice-President Academic, or the Arbitrator shall direct.

10. Selection of Arbitrator - If the Parties are unable to agree upon the appointment of a single Arbitrator within ten (10) days after receipt of the Arbitration Notice, either of the Parties may request that a single Arbitrator, of suitable training, experience and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be appointed by the executive director or other individual fulfilling that role for the ADR Institute of Canada, Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.

11. Costs - Subject to clause 7(d) of this Schedule in the case of an Arbitration, the Parties shall bear their respective costs incurred in connection with the Negotiation, Mediation, and where and if applicable resolution by the Provost and Vice-President Academic or Arbitration, except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.

12. Disclosed Information - All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery or other applicable legislation compelling disclosure, each Party agrees not to disclose the Disclosed Information to any other person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this dispute resolution procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.

13. Litigation and Limitations Act - No Party shall commence litigation concerning a Dispute until the Negotiation and Mediation processes have concluded. The Parties agree that during the time any Dispute is subject to the Negotiation and Mediation processes, the limitation periods set forth in the Limitations Act (Alberta) shall be stayed. The limitation periods shall be reinstated once the Mediation terminates or is deemed terminated so that each of the Parties shall have the respective rights and remedies that were available to them before the commencement of these processes. Any Party may commence litigation on any date, if necessary, to preserve its legal rights and remedies if the commencement of litigation after that date would otherwise be banned by any applicable limitation period or if the commencement of litigation is otherwise necessary to prevent irreparable harm to that Party.

OUTLINE OF ISSUE

Physical Activity and Wellness (PAW) Centre Agreement

Action Required: To consider the following Motion put forward by the GSA Board on March 1, 2012 regarding approval of the PAW Agreement:

GSA Council authorizes the President and Vice-President Student Services to sign the Agreement on PAW pursuant to coming to terms with the University on the final schedule.

Notes regarding the Action Required:

1. The Students' Union unanimously passed a similar motion at its last meeting.
2. The final schedule referred to on the above Motion will itemize the residual changes agreed to by the GSA and SU. This follows on a series of meetings with Provost Carl Amrhein and Vice-President Don Hickey (Facilities and Operations) held over the past four months.
3. The GSA referendum on PAW is reprinted at the end of this Outline of Issues.

Jurisdiction:

1. The GSA Bylaws (Section XI: Referenda, 1.1) provide for a referendum mechanism:
"A referendum on a clearly worded "Yes" or "No" question related to the affairs of the GSA may be initiated by a simple majority vote at any meeting of Council."

Background:

- GSA Elected Officials and staff have been involved in ongoing, detailed meetings on a regular basis for two years to establish a PAW Centre.
- At the October 2011 Council meeting, Doug Ramsey (PAW Architect) and Ben Louie (University Architect) presented on the PAW design and answered questions from Council.
- The following referendum question was approved at the January 2010 GSA Council Meeting to be put forward, and subsequently voted on and **approved** as part of the 2010 GSA General Elections:

"Do you agree to the establishment of a new mandatory fee to build and operate a Physical Activity and Wellness (PAW) Centre on North Campus, subject to the following conditions?

1. The fee will be dedicated to the construction of a new Physical Activity and Wellness (PAW) Centre on North Campus as well as concurrent upgrades to the Van Vliet Physical Education and Recreation Centre.
2. Students shall be assessed a fee no greater than \$29.00 every four months subject to the following conditions:

- a) The fee shall provide unrestricted use of the Physical Activity and Wellness Centre during its hours of operation to each graduate student currently paying the fee.
 - b) The fee shall not be assessed until the construction of the facility is complete and the student component is operational;
 - c) The fee will be optional for students enrolled at Augustana Campus and students registered in off-campus thesis;
 - d) The fee shall be assessed for a period no longer than 35 years, or until the costs incurred in (1) have been recovered, whichever happens first; and
 - e) Graduate students would be unable to alter or rescind the fee.
3. There shall be a committee established for the Physical Activity and Wellness Centre that shall:
 - a) have an overall student majority,
 - b) provide strategic direction for the component of the building program, and
 - c) establish budget principles annually.
 4. A building agreement is established between the Governors of the University of Alberta, the Students' Union of the University of Alberta and the Graduate Students' Association of the University of Alberta that is subject to approval by GSA Council."

PAW Centre Agreement



PAW Agreement - A Short History of a Long Process

- ❖ Winter/Spring 2010: Initial meetings to develop principles for the agreement.
- ❖ Summer/Fall 2010: Initial draft Agreement prepared by University.
- ❖ Winter 2011: Associations propose a new, much more detailed Agreement.
- ❖ Summer 2011: Stakeholder meetings, continuing negotiation.
- ❖ Fall 2011: Principals' Meeting of SU and GSA Presidents, the Provost, and the VP F&O to hammer out major remaining points.
- ❖ Winter 2012: Final wording and finer points concluded.
- ❖ Winter 2012: Agreement goes to SU and GSA Councils for approval.

PAW Agreement - About this presentation

- ❖ A review of the Agreement process, and how we've ensured that the mandate provided was followed appropriately.
- ❖ Included specific reference to Agreement provisions; these are available for review. These provisions have been finalized.
- ❖ Complete document will be made available once finalized.

Relevant Guidance

Referendum Question

- ❖ Does the Agreement meet the standards set out in the referendum?

The Referendum Question

Do you agree to the establishment of a new mandatory fee to build and operate a Physical Activity and Wellness (PAW) Centre on North Campus, subject to the following conditions?

1. The fee will be dedicated to the construction of a new Physical Activity and Wellness (PAW) Centre on North Campus as well as concurrent upgrades to the Van Vliet Physical Education and Recreation Centre.
2. Students shall be assessed a fee no greater than \$29.00 every four months subject to the following conditions:
 - a. The fee shall provide unrestricted use of the Physical Activity and Wellness Centre during its hours of operation to each graduate student currently paying the fee;
 - b. The fee shall not be assessed until the construction of the facility is complete and the student component is operational;
 - c. The fee will be optional for students enrolled at Augustana Campus and students registered in off-campus thesis;
 - d. The fee shall be assessed for a period no longer than 35 years, or until the costs incurred in (1) have been recovered, whichever happens first;
 - e. Graduate students would be unable to alter or rescind the fee.
3. There shall be a committee established for the Physical Activity and Wellness Centre that shall:
 - a. Have an overall student majority;
 - b. Provide strategic direction for the student component of the building program; and
 - c. Establish budget principles annually.
4. A building agreement is established between the Governors of the University of Alberta, the Students' Union of the University of Alberta and the Graduate Students' Association of the University of Alberta that is subject to approval by GSA Council.

Referendum Provisions

Do you agree to the establishment of a new mandatory fee to build and operate a Physical Activity and Wellness (PAW) Centre on North Campus, subject to the following conditions?

1. The fee will be dedicated to the construction of a new Physical Activity and Wellness (PAW) Centre on North Campus as well as concurrent upgrades to the Van Vliet Physical Education and Recreation Centre.

Please see the Design Development Report. Previous presentations on the project have been made to Council. The project:

- ❖ **Adds a new Fitness Centre, Climbing Centre, and Social Street;**
- ❖ **Renovates the locker rooms and relocates the squash courts; and,**
- ❖ **Includes a needed upgrade to the Steadward Centre.**
- ❖ **Includes a 4000 square foot graduate student lounge near the two-storey glassed front entrance including quiet study space with a fireplace**

Referendum Provisions

2. Students shall be assessed a fee no greater than \$29.00 every four months subject to the following conditions: ✓ **4.04(a)**

a. The fee shall provide unrestricted use of the Physical Activity and Wellness Centre during its hours of operation to each graduate student currently paying the fee;

✓ **7.03 and Schedule C**

b. The fee shall not be assessed until the construction of the facility is complete and the student component is operational;

✓ **3.04, 4.04, 4.04(h)**

c. The fee shall be optional for students:

i. enrolled at Augustana Campus

✓ **4.04(c,d)**

ii. registered in off-campus thesis;

✓ **4.04(c)**

Referendum Provisions

2. (continued)

d. The fee shall be assessed for a period no longer than 35 years, or until the costs incurred in (1) have been recovered; and

✓ **4.04(f)**

e. Graduate students would be unable to alter or rescind the fee.

✓ **4.08**

Referendum Provisions

3. There shall be a committee established for the Physical Activity and Wellness Centre that shall:

✓ Article 6

a. Have an overall student majority;

✓ 6.04

b. Provide strategic direction for the student component of the building program; and

✓ 6.01(d)

c. Establish budget principles annually.

✓ 6.01(c)

The GSA participates in the Steering Committee, which oversees design and construction.

Referendum Provisions

4. A building agreement is established between the Governors of the University of Alberta, the Students' Union of the University of Alberta and the Graduate Students' Association of the University of Alberta that is subject to approval by GSA Council.
This presentation is part of that process.

Questions?
