

THIS AGREEMENT

Between:

The University of British Columbia (“UBC”)

And:

The Arts Undergraduate Society of UBC a constituency of the **Alma Mater Society of the University of British Columbia Vancouver** (“AMS”)

WHEREAS:

- A. UBC and the AUS are both committed to enhancing student life at UBC, academically and socially.
- B. UBC and the AUS recognize the importance of additional Social Space to encourage both informal student interaction and organized student academic, club, and social activities.
- C. UBC, in collaboration with the AUS, is creating additional Social Space for undergraduate students in the Faculty of Arts in a building to be constructed by UBC on the UBC Point Grey campus.
- D. The members of the AUS will through their student fees contribute funding to UBC to assist in the payment for the Building.

IT IS AGREED THAT:

1. In this Agreement the following words are defined as:

“Annual Plan” is defined in section 9.

“AUS” means the Arts Undergraduate Society of UBC, a constituency club of the AMS whose membership includes all undergraduate students in the Faculty and which is governed by its own bylaws and internal rules of procedure.

“Building” means the building to be constructed as more particularly located at the site described in Schedule “A”.

“Contemplated Commercial Activities” are:

- a) the rental of portions of the Building for a fee as contemplated in accordance with this Agreement;
- b) the sale of AUS branded items;

For greater certainty, the parties agree that all Contemplated Commercial Activities, if implemented, will be carried out by the AUS directly and not by third party operators.

“Faculty” means the Faculty of Arts, UBC Vancouver.

“Funding Contribution” is defined in section 4.

“Occupancy Date” means the date of the issuance of an Occupancy Permit for the Building by UBC Campus and Community Planning that permits AUS’s use of the Building for the purposes contemplated in this Agreement.

“Social Space” means space that encourages and facilitates interaction between undergraduate students of the Faculty, both informally and through student organized activities, with the goal of enhancing the academic, professional and social experiences of students while studying at the Faculty.

“Termination Date” means thirty years after the Occupancy Date.

2. UBC will collaborate with the AUS regarding the design of the Building. It is agreed that the final approval of the design of the Building will be UBC’s in accordance with UBC’s Building design and approval process.

3. UBC will be responsible for the construction of the Building. The cost of the Building will be funded in part by UBC and in part by the Funding Contribution. UBC may seek donors to contribute funds to assist UBC to pay its portion of the Building costs and may acknowledge such donors in accordance with its policies and practices. UBC will acknowledge the contributions of Meekison Family to the Faculty in the Building.

4. The funding contribution paid by the AMS to UBC as its contribution for the construction of the building (the “Funding Contribution”) will be \$5,815,000.00 plus interest on that amount during the period of repayment. In the event the AUS requests changes to the design or finishes of the Building that increase the overall cost of the Building, the Funding Contribution will be increased by such amount. Any such increase will be determined and confirmed in writing by the Managing Director, Infrastructure Development. In the event UBC requires changes to the design or finishes of the Building that increase the overall cost of the Building UBC will be responsible for such increased cost.

5. The Funding Contribution will be an internal UBC loan made by UBC Treasury to the Faculty which will repaid by the AMS over time with interest using student fees collected from AUS members for that purpose. The details regarding the borrowing and repayment of the Funding Contribution are outlined in a separate agreement between UBC and the AMS.

6. The Building and the land upon which the Building is located are and will remain solely the property of UBC. The AUS acknowledges and agrees that it does not have any legal interest in the land, the Building, or its furnishings. Notwithstanding the forgoing, it is agreed that after the initial fit-out of the Building, any furnishings or other chattels supplied to the Building solely by the AUS shall remain the property of the AUS.

7. As with all other UBC Buildings on campus, UBC will be responsible for the use, operation and management of the Building in accordance with University policies and procedures and in accordance with the terms of this Agreement. No activities shall take place in the Building without the approval of UBC as contemplated in this Agreement, or approved as part of the Annual Plan.

8. Notwithstanding section 6 of this Agreement, UBC agrees that during the term of this Agreement, the use of this Building shall be restricted to the purposes contemplated in this Agreement and UBC shall not use the Building, or any portion of the Building, for other purposes.

9. A Planning Committee will be created to prepare an annual plan (the “Annual Plan”) for review and approval by the Dean of the Faculty. The Annual Plan will address Social Space programming relating to the use of functional space in the Building, and the planning of organized Social Space activities by and for the undergraduate students in the Faculty. The Annual Plan will include a budget outlining how such programming and activities will be funded. The initial mandate for the Planning Committee is attached to this Agreement as Schedule “B” and may be amended from time to time by mutual written agreement of the AUS and UBC pursuant to section 25 of this Agreement. UBC acknowledges that Contemplated Commercial Activities are approved in principle for the Building subject to compliance with UBC’s policies and collective agreements and subject to the details of such activities being approved as part of the Annual Plan. Other commercial activities may be contemplated for the Building provided they are approved as part of the Annual Plan. The parties agree that programmable space will be restricted to the interior of the Building and that any programmed use of space outside the Building will be subject to a separate agreement between the parties.

10. The Planning Committee will consist of three representatives from the AUS and three representatives from UBC. Two UBC representatives will be appointed by the Dean of the Faculty and one UBC representative will be appointed by the Vice President Students of UBC. At least two of the AUS representatives must be undergraduate students of the Faculty. The Planning Committee will meet at least four times a year, or as reasonably requested by the AUS, the Faculty, or the Office of the Vice President Students.

Recommendations of the Planning Committee will be made by majority vote and provided in writing to the Dean of the Faculty (the “Dean”) at least once per year.

11. The Dean will consider the proposed Annual Plan, and any other recommendations of the Planning Committee, and approve, reject or make modifications to them within a reasonable period of time, which period of time will not be any longer than 30 days. When making such decisions the Dean will take into consideration the purposes of the Building as outlined in this Agreement.

12. In the event the AUS believes the Dean’s rejection or modifications to all or part of the recommended Annual Plan, or other recommendations of the Planning Committee unjustified, then the AUS may make a request in writing that the Vice-President, Students of UBC review the decision of the Dean. The Vice-President, Students shall provide a written response to the request in a timely manner. If the Vice-President, Students is not able to respond to the request within 14 days, he or she shall provide a timeline to the AUS within 14 days of the request indicating when he or she will be able to provide the response. The decision of the Vice-President, Students will be final, however the Vice-President, Students may at his or her option a) decline to review the matter in which case the decision of the Dean remains unchanged or b) refer the matter back to the Dean and the AUS for further discussion and consideration. The parties acknowledge that notwithstanding that a review has been requested, all decisions of the Dean remain in force until such time as they are modified by the Vice President, Students.

13. The AUS will, at its own expense, carry out the day to day management of the Social Space programming in the Building in accordance with the approved Annual Plan.

14. The AUS may rent out portions of the Building for short term events, and retain the revenues from such rentals, provided that:

a) the short term events are consistent with the purpose of the Building as Social Space. A more detailed definition of consistent activities can form part of the Annual Plan. In the event of dispute between the parties the Dean will determine which events are consistent with the purpose of the Building as Social Space.

b) the AUS is responsible for managing the events in compliance with UBC policies and the rental agreement described in section 14(c), including managing and monitoring the activities of the persons renting the space;

c) the AUS ensures that all persons renting space in the building sign an agreement in a form approved by UBC; and

d) the AUS is responsible for any additional costs associated with such rentals, including without limitation any additional cleaning or repairs necessitated by such rentals.

UBC agrees that catering services may be provided for short term events and other AUS meetings or functions by catering companies other than UBC Food Services.

15. The University will maintain and repair the Building to normal University standards, which will comply with APPA Level 3, at its own expense, provided always that:

a) Additional costs incurred by the AUS, or incurred by UBC, due to the AUS's use of the Building (for example - additional cleaning costs after an AUS activity) will be the responsibility of the AUS. Where the AUS has provided notice to UBC Building Operations of scheduled events, UBC will provide a prior estimate to the AUS of any additional cleaning costs required for the Building. UBC will also provide the AUS with an estimate of any material repair costs, except where such repairs need to be carried out expeditiously. The AUS will be responsible for the actual costs of such cleaning and repairs at UBC's charge out rates.

b) AUS will comply with UBC's policies and practices regarding the operation of UBC buildings, including without limitation, UBC's sustainability programs regarding responsible waste management; and

c) The AUS will be responsible for maintaining and cleaning AUS purchased furniture and equipment, including without limitation microwaves and fridges.

16. This Agreement and all attached schedules constitute the entire agreement between the parties to this Agreement pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth herein.

17. Notwithstanding its date of execution, this Agreement will come into effect on **September 1, 2020** and will remain in force until the Termination Date.

18. In the event that prior to the Termination Date UBC determines that it is necessary to remove the Building to better utilize the land upon which the Building is located then UBC may terminate this Agreement upon six months written notice and require vacant possession of the Building provided UBC does the following:

- a) UBC provides an alternative location to the AUS for new Social Space; and
- b) UBC legally commits to build and furnish new Social Space within two years at the new location at UBC's sole expense with at least the same amount of space as the Building; and
- c) UBC provides an equivalent amount of alternative Social Space during the period the Building is no longer available due to construction, which space will be governed by this Agreement; and

- c) The terms of use for the new Social Space are the same terms as contained in this Agreement, mutis mutandi for the new Social Space, provided that the Termination Date for the new social space will be for the Termination Date in this Agreement plus an additional 5 years.

19. The parties agree that five years prior to the Termination Date a committee will be created composed of three UBC representatives appointed by the President of UBC, two representatives appointed by the AUS, and one representative appointed by the AMS. The role of the committee will be to review the needs of undergraduate students for student social space in the Faculty, to make written recommendations within eighteen months to the Presidents of UBC, the AMS and AUS, regarding a) how social space needs should be met b) what physical infrastructure is required to meet those needs and c) options for financing any recommended infrastructure changes or additions.

20. The AUS acknowledges that it is not a legal entity and has accordingly entered into this Agreement through its parent organization, the AMS. The AMS agrees that it is legally bound by the provisions of this Agreement.

21. Should the AUS continue to use the Building after the Termination Date, in the absence of a formal written extension executed in accordance with section 25, such use shall:

- a) be on a month to month basis terminable by three month's written notice from UBC to the AUS;
- b) be carried out in accordance with the terms of this Agreement so far as they are consistent with month to month usage.

22. No failure, refusal or neglect of a party to exercise any right under this Agreement or to insist upon full compliance by any other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement.

23. This Agreement shall not be assigned by either party to this Agreement without the prior written consent of the other party.

24. This Agreement shall be governed by and construed in accordance with the laws in force in the Province of British Columbia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of British Columbia with respect to any matter arising under or related to this agreement.

25. Notwithstanding the legal status of the AUS, any modification to this Agreement may only be made by an agreement in writing executed by the authorized signing officers of UBC, the AUS and the AMS.

26. The parties agree that upon the date of issuance of the Occupancy Permit for the Building, the Memorandum of Understanding between UBC and the AMS dated April, 24, 2002 for the AUS social space in Buchanan Building Block "D" shall terminate and

the AUS shall give up vacant possession of such space to UBC. The parties agree that upon termination no monies will be owed from one party to the other, and in particular, UBC will have no obligation to refund capital contributions to the AMS.

27. The parties agree that the decision to construct the building is that of the UBC Board of Governors on the advice of the UBC administration. The parties agree that in the event that the UBC Board of Governors or the President of UBC determines that UBC will not construct the Building, then UBC can terminate this Agreement without any liability to UBC.

SIGNED at Vancouver this 15th day of March, 2020.

THE UNIVERSITY OF BRITISH COLUMBIA

ALMA MATER SOCIETY OF THE UNIVERSITY OF BRITISH COLUMBIA
VANCOUVER, and on behalf of the Arts Undergraduate Society

SCHEDULE "A"

Site Location

SCHEDULE “B”

PLANNING COMMITTEE Mandate and Committee Composition

Mandate

The Planning Committee will:

- advise the Dean of the Faculty concerning social space programming related to the use of functional space in the Building
- develop and monitor an annual plan that will address social space programming relating to the use of functional space in the Building, set guidelines for the acceptable use of the Building by its occupants, and address the planning of organized Social Space activities by and for the undergraduate students in the Faculty (the “Annual Plan”) to be submitted for consideration and approval by the Dean
- assign or arrange for a person or group of people perform the following day-to-day responsibilities:
 - monitoring safety, security, and maintenance issues related to the Building
 - attempting to resolve conflicts related to use of the Building by its users
 - monitoring the use of the space for compliance with the Annual Plan

Internal Approvals

- It is acknowledged that prior to approving the Annual Plan on behalf of the AUS, representatives appointed by the AUS have an obligation to ensure that the Annual Plan has been approved by the Board of the AUS.

Meetings

- Quorum for meetings shall be three (3) Committee members, with at least two (2) student representative and one (1) UBC representative
- minutes of meetings shall be taken and distributed to Committee members
- Minutes and records of the meetings shall be retained by the Faculty
- The Committee shall select a Chair at its first meeting each year

Voting

- Each Committee member is entitled to one vote
- Recommendations will be made by majority vote and provided in writing to the Dean of the Faculty

Reporting

The Committee shall submit an Annual Plan by July 1 each year that includes:

- A report of all organized activities conducted in the Building during the previous year

- A plan of all organized activities to be conducted in the Building for the coming year for approval by the Dean
- A listing of individuals and their Building and / or room access privileges
- A schedule for general hours of operation throughout the year
- A budget for activities of the Planning Committee and implementation of the Annual Plan

The Faculty shall retain copies of all reports including the Annual Plan.