

**AGREEMENT REGARDING THE COLLECTION OF
COMPULSORY ANCILLARY FEES**

THIS AGREEMENT made as of the 14th day of December 2004

B E T W E E N:

MCMASTER UNIVERSITY, a corporation
incorporated by Private Act of the
Legislative Assembly of Ontario,

(hereinafter referred to "McMaster")

OF THE FIRST PART;

- and -

**THE GRADUATE STUDENTS ASSOCIATION
OF McMASTER UNIVERSITY**,
a corporation incorporated
under the laws of the Province of Ontario,

(hereinafter referred to as the "GSA")

OF THE SECOND PART.

WHEREAS the Ministry of Education and Training (now the Ministry of Training Colleges and Universities) issued a policy on compulsory ancillary fees dated June 28, 1994 (the "Policy");

AND WHEREAS in pursuance of the Policy, McMaster and the GSA had entered into a short agreement relating to compulsory ancillary fees dated the 7th day of March, 1997 (the "GSA Agreement");

AND WHEREAS the parties wish to terminate the GSA Agreement and substitute this agreement therefor provided for herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Ten Dollars (\$10.00) now paid by each party hereto to the other party hereto (the receipt of which is hereby acknowledge), the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.0 In this Compulsory Ancillary Fees Agreement (hereinafter the “CAF Agreement”), unless otherwise specified, all words bearing capitals shall have the same definition as those words similarly identified and defined below, in the Protocol or the MOU, as the case may be:

- (a) “Compulsory Ancillary Fees” shall mean that amount equal to those sums per student per class of student as described in Schedule “A” hereto attached as of the date hereof which fees are collected as compulsory ancillary student fees in respect of specific Student Services in the year the specific Ancillary Fee comes into force.
- (b) “CAF Agreement” shall mean this GSA Compulsory Ancillary Fee Agreement made in pursuance of the Policy.
- (c) “Compulsory Ancillary Fee Increases” shall mean, notwithstanding any other definition, those fees levied against full time students after the appropriate process outlined in this Agreement has been followed.
- (d) “Student Services” shall mean those services described in Schedule “B” hereto attached;
- (e) “Yearly CPI Increases” shall mean the annual increases to the Base Ancillary Fee and any authorized Compulsory Ancillary Fee Increases or New Compulsory Ancillary Fees equal to the annual percentage increase in the national Consumer Price Index as published by Statistics Canada for the Province of Ontario.

ARTICLE 2
ESTABLISHMENT OF COMPULSORY ANCILLARY FEES AND INCREASES

2.0 Compulsory Ancillary Fees and Increases

Unless governed by the exceptions contained in Section 2.1 below, all Compulsory Ancillary Fee Increases or Compulsory Ancillary Fees for new student services may be levied by McMaster only if:

- (a) the University serves written notice on the GSA (the “Notice”) of a Compulsory Ancillary Fee Increase or Compulsory Ancillary Fee for a new student service no later than December 31st in any year and provides in such Notice a brief description of the amount of such Compulsory Ancillary Fee Increase or Compulsory Ancillary Fee and the Student Service(s) in respect of which same relates;

- (b) Upon receipt of the Notice the GSA Secretary shall add such item to the Agenda of the meeting;
- (c) At the next general meeting of members in respect of which a Notice has been received, representatives of McMaster shall have an opportunity to attend and present information concerning any Compulsory Ancillary Fee Increase or any Compulsory Ancillary Fee for a new student service, as the case may be;
- (d) After the presentation, the general meeting of members of the GSA shall, in accordance with the GSA by-laws, debate and vote upon the Compulsory Ancillary Fee Increase or Compulsory Ancillary Fee for a new student service;
- (e) In accordance with Section 26 of the GSA by-laws, the approval of any Compulsory Ancillary Fee Increase or Compulsory Ancillary Fee for a new student service shall require for a majority of votes properly cast; and
- (f) Should the annual meeting of GSA members approve the Compulsory Ancillary Fee Increase or Compulsory Ancillary Fee for a new student service, as the case may be, then such fees may be implemented and shall thereafter, unless expressly exempted, form part of the Compulsory Ancillary Fee.

2.1 Certain New Compulsory Annual Fee Increases

Notwithstanding the provision of Section 2.0 hereof, the following Compulsory Ancillary Fee Increases shall be made as follows: annually, in respect of the Yearly CPI Increases to the Base Compulsory Ancillary Fees without any further process or votes;

ARTICLE 3 **POLICY AND PREVIOUS AGREEMENT**

3.0 Compliance with Policy

The parties hereby agree that the purpose of this Agreement is to specifically comply with the approval and authorization requirements described in the Policy as an agreement between "Institutions" by a designated student group as defined therein. The parties agree that increases to compulsory ancillary student fees authorized and implemented in accordance with the procedures described in Article 2 shall be increases and fees in compliance with the Policy.

3.1 Commitment of McMaster

McMaster agrees that it will cooperate with representatives of the GSA in the review and

establishment of priorities necessary to best meet the needs and requirements of graduate students of McMaster.

ARTICLE 4 **GENERAL**

4.0 Notices

Any notice required or permitted to be given to either the Principal or Agent must be delivered by hand or personally (personal delivery to include commercial couriers) to the party's address last known to the other party and will be deemed to be received on the date of hand delivery or personal delivery to such address.

4.1 Termination

The parties' obligations under the CAF Agreement shall continue until the earlier of:

- (a) the cessation of all Compulsory Ancillary Fees by mutual written consent of the parties hereto; or
- (b) the repeal, retraction or cancellation by the Ministry of the Policy.

4.2 Severability

In the event that any provision of this CAF Agreement is found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, such finding will not affect any other provision of this CAF Agreement. If any provision of this CAF Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

4.3 Counterparts

This CAF Agreement may be executed in several counterparts, each of which shall be an original, and such counterparts shall together constitute but one and the same instrument.

4.4 Warranty

The parties represent and warrant that there are not restrictions, agreements or limitations on their rights or ability to enter into and perform the terms of this CAF Agreement.

4.5 Modification

Any modification of this CAF Agreement must be in writing and signed by both parties or it shall have no effect and shall be void.

4.6 Headings

The headings in this CAF Agreement are for convenience of reference only, and under no circumstances should they be construed as being a substantive part of this CAF Agreement nor shall they limit or otherwise affect the meaning hereof.

4.7 Waiver

The waiver by either party of any breach or violation of any provision of this CAF Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

4.8 Prior Agreements

This Agreement together with the Policy contain the final and entire understanding and agreement between the parties hereto with respect to the subject-matter hereof, and they shall not be bound by any terms, conditions, statements, covenants, representations, or warranties, oral or written, not herein contained with respect to the subject-matter hereof.

4.9 Independent Legal Advice

The parties acknowledge that each has obtained independent legal advice with respect to this CAF Agreement.

4.10 Governing Law

The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.

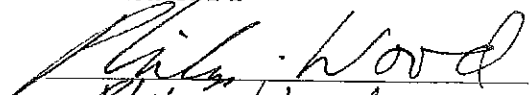
IN WITNESS WHEREOF the parties hereto have executed this CAF Agreement.

McMASTER UNIVERSITY

Per:

Name:


Title:


Philip Wood
AVP - (Student Affairs)

Per:

Name:

Title:


Karen Belaire
VP ADMINISTRATION

**THE GRADUATE STUDENTS ASSOCIATION
OF MCMASTER UNIVERSITY**

Per: _____
Name: Bing Li
Title: president

Per: _____
Name: Maria Buko-Buchanan
Title: MARIA BUKO-BUCHANAN
Secretary

SCHEDULE "A"

AMOUNT OF COMPULSORY ANCILLARY FEES FOR
GRADUATE STUDENTS AS OF SEPTEMBER 1, 2004

<u>Class of Student</u>	<u>Terms</u>	<u>Amount</u>
Full Time	3	\$97.30
Part Time	3	\$48.65
Full Time	2	\$64.87
Part Time	2	\$32.43
Full Time	1	\$32.43
Part Time	1	\$16.22

SCHEDULE "B"

DESCRIPTION OF GRADUATE STUDENT SERVICES

Career Counselling and Employment Services

Personal and Academic Skills Counselling (other various programs through the Centre for Student Development)

ESL Instruction and Support Services

Health and Wellness Services

Basic Athletics and Recreation Services

Bookstore

Off Campus Resource Centre

Ombuds