

Memorandum of Understanding Re: Federation Hall Access

between

Federation of Students, University of Waterloo (the "Federation")

and

University of Waterloo (the "University")

This Memorandum of Understanding shall govern the relationship between the University and the Federation on matters related to the newly renovated event facility at the University of Waterloo Main Campus known as "Federation Hall". In this agreement, Federation Hall is referred to as the "Venue." This agreement shall remain binding on both parties if the Venue is renamed.

The Federation operated the Venue from 1984 to 2012, and provided student groups with access to the Venue while maintaining its affordability.

Both parties agree that it is important for the Venue to be available for student group activity in a manner and at a frequency that is fair to other groups requesting access to the Venue. The University will use its best efforts to maintain student events and access to the Venue, while still respecting the University's desire to include other staff, faculty, and administration events at the Venue. This agreement sets out a solution that is the most equitable and cost efficient, considering the needs of both the University for creating a sustainable business model, and students for their access to the Venue.

The parties therefore agree as follows:

1) Term

- a) This Memorandum of Understanding comes into effect on the date of last signing and will continue for a two-year term (the "Term").

The University will use its best efforts to prioritize student access to the Venue as a safe, affordable and accessible event space.

At the end of the Term this agreement may be renewed on such terms as the parties may negotiate. If such renewal is not successfully negotiated prior to the end of the Term, then this agreement shall be terminated at the end of the Term and of no further effect.

2) Booking Guidelines

- a) Bookings shall be made directly with responsible parties in the University's Food Services group, ordinarily the Area Manager, Catering and Event Services or Catering Manager.

- b) The Federation may reserve and hold 8 dates and times per semester for events run by the Federation, student groups or orientation events recognized by the Federation ("**Federation Bookings**"). The Federation will maintain a calendar and communications with the Venue's Area Manager, Catering and Event Services or Catering Manager and approve in advance all of the student group bookings to ensure they comply with Federation and University policies and procedures. All bookings must be specific in nature describing the event, scope of service and the number of participants in order to make the booking. The bookings will be in effect under the following terms and conditions:
- i. Federation Bookings will be communicated to University of Waterloo Food Services in accordance with paragraph 2(a) above no later than July 31st for the upcoming Fall term, November 30th for the Winter term and March 31st for the Spring term. All Federation Bookings are confirmed based on space availability for the requested time and date.
 - ii. The Federation will confirm and update details for each of the Federation Bookings to University Food Services no less than six weeks in advance with an event deposit of 50% of room rental rate.
 - iii. If a Federation Booking is not booked and confirmed six weeks in advance, then the University may open the dates to other events.
 - iv. Should there be a conflict in booking dates for other parties with those booked in advance by the Federation prior to a deposit for the Federation Booking being made, the Federation agrees to either relinquish the booking and an alternate booking is reserved immediately or pay in full for the booked event made by the Federation to confirm the date.
 - v. All Federation Bookings must be made by student groups approved by the Federation.
- c) The Federation may book student events outside of the Federation Bookings with six weeks notice to University Food Services, provided that the desired bookings do not conflict with any other confirmed event and that alternate dates, selected by the Federation from among the Federation Bookings, are relinquished in exchange.

3) Affordability

The University will provide a subsidy of 20% of the venue's booking/rental cost for all Federation Bookings in comparison to the rental cost for bookings by other individuals or groups internal to the University, provided that such subsidy shall not exceed an aggregate of \$5,000 in any year. For the purposes of this clause, a year shall run from 1 May to 30 April. Both the Federation and the Area Manager of Catering and Event Services will track this subsidy throughout the year. Booking prices for Federation Bookings should never exceed those Charged to other individuals or groups internal to the University.

University Food Services will provide catering menus that fit within the budgets of student groups and their organizers.

4) Dispute Resolution

- a) *If a breach of this agreement is perceived by either party, such party will notify the other in writing, and the notified party will take immediate steps to correct the breach to the satisfaction of the other.*
- b) *If a dispute arises between the University and the Federation as to the nature or correction of a breach, then either party may elect to refer the matter to the University Secretary & General Counsel to be arbitrated. Such election shall be exercised in writing delivered by the electing party to the other, and the University Secretary and General Counsel shall be so advised. The decision of the University Secretary & General Counsel shall be final and binding on the parties.*

The parties have executed this Memorandum of Understanding on the dates shown hereunder.

Dated at Waterloo, Ontario this day of

UNIVERSITY OF WATERLOO

per: _____

Chris Read, Associate Provost, Students

per: _____

Lee Elkas, Director of Food Services

Dated at Waterloo, Ontario this day of

FEDERATION OF STUDENTS

per: _____

Chris Lolas, President

per: _____

Maaz Yasin, Vice-President Internal