THIS AGREEMENT dated December 15, 2012

Between:

The University of British Columbia ("UBC")

And:

The Engineering Undergraduate Society of UBC a constituency of the Alma Mater Society of the University of British Columbia Vancouver ("AMS")

WHEREAS:

A. UBC and the EUS are both committed to enhancing student life at UBC, academically and socially.

B. UBC and the EUS 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 EUS, is creating additional Social Space for undergraduate students in the Faculty of Applied Science in a building to be constructed by UBC on the UBC Point Grey campus.

D. The members of the EUS will through their student fees contribute up to $2,500,000 to UBC to assist in the payment for the Building, and have been actively engaged in the Faculty’s efforts to fundraise for the Building.

IT IS AGREED THAT:

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

   “Annual Plan” is defined in section 7.

   “Building” means the building to be constructed as more particularly outlined 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 EUS branded “Red Sales” clothing and other items;
c) the operation of vending machines selling drinks and/or snacks;
d) the operation of commercial video game machines;
e) the operation of a small food services outlet selling drinks and light meals provided approval is obtained from UBC Food Services;

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

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

“Faculty” means the Faculty of Applied Science, UBC.

“Occupancy Date” means the date of the issuance of an Occupancy Permit for the Building by UBC Campus and Community Planning that permits EUS’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 the date thirty years after the Occupancy Date.

2. UBC will collaborate with the EUS 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 payment and financing of the cost of the Building will be funded in part by UBC and in part by the EUS. The details and financial arrangements for the financing of the Building are outlined in separate agreements between UBC and the EUS.

4. The Building and the land upon which the Building is located are and will remain solely the property of UBC. The EUS 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 EUS shall remain the property of the EUS.

5. 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.

6. Notwithstanding section 5 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.

7. 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 EUS and UBC pursuant to section 23 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. UBC acknowledges and confirms that UBC’s policies and collective agreements do not prohibit the Contemplated Commercial Activities.

8. The Planning Committee will consist of five representatives from the EUS 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 four of the EUS representatives must be students of the Faculty. The Planning Committee will meet at least four times a year, or as reasonably requested by the EUS, 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.

9. The Dean will consider the proposed Annual Plan, and any other recommendations of the Planning Committee, and approve, reject or request modifications to them within a reasonable period of time. When making such decisions the Dean will take into consideration the purposes of the Building as outlined in this Agreement.

10. In the event the EUS believes the Dean’s rejection or requested modification to all or part of the recommended Annual Plan, or other recommendations of the Planning Committee, are perceived to be unjustified, then the EUS 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 EUS 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 EUS 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.

11. The EUS 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.

12. In addition to the review process outlined in section 10 above, if at any time the Dean or a representative of the Faculty acting on the authority of the Dean makes a decision regarding the use of the Building that:

   a) Cancels or materially modifies an activity taking place in the Building that was previously approved, or which is an activity contemplated in the approved Annual Plan; and

   b) Will, in the opinion of the EUS, cause hardship to the EUS or its members

Then the EUS may request a meeting with the Dean to discuss the decision. Upon receiving such request the Dean, or a senior representative of the Dean, will use best efforts to meet with the EUS prior to the impacted activity, and in any event within 2 business days of such request. The parties acknowledge that the purpose of this section is to give the EUS an opportunity to discuss the issue with the Dean and to provide the Dean with information. Nothing in this section suspends the decision of the Dean or compels the Dean to change his or her decision, however in the event the EUS has met with the Dean, but believes the ultimate decision of the Dean is unjustified, then the EUS can request a review of the Dean’s decision by the Vice-President Students in accordance with section 10, above.

13. The EUS 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 EUS is responsible for managing the events in compliance with UBC policies and the rental agreement described in section 13(c), including managing and monitoring the activities of the persons renting the space;

   c) the EUS ensures that all persons renting space in the building sign an agreement in a form approved by UBC; and
d) the EUS is responsible for any additional costs associated with such rentals, including without limitation any additional cleaning or repairs necessitated by such rentals.

14. The University will maintain and repair the Building to normal University standards, which will comply with APPA Level 3, at its own expense. Additional costs incurred by the EUS, or incurred by UBC, due to the EUS’s use of the Building (for example - additional cleaning costs after an EUS activity) will be the responsibility of the EUS, provided that UBC will provide prior notice to the EUS of any outstanding cleaning or repairs required to the Building relating to the EUS’s use of the Building, before incurring any such additional costs.

15. 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.

16. Notwithstanding its date of execution, this Agreement will come into effect on December 15, 2012 and will remain in force until the Termination Date.

17. 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 EUS, 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 of Applied Science and to make written recommendations within eighteen months to the Presidents of UBC, the AMS and EUS, 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.

18. The EUS 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.

19. Should the EUS to continue to use the Building after the Termination Date, in the absence of a formal written extension executed in accordance with section 23, such use shall:

a) be on a month to month basis terminable by one month’s written notice from UBC to the EUS;

b) be carried out in accordance with the terms of this Agreement so far as they are consistent with month to month usage.
20. No failure, refusal or neglect of a party to exercise any right under this Agreement or to insist upon full compliance by the any other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement.

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

22. 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.

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

24. 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 day of , 20.

THE UNIVERSITY OF BRITISH COLUMBIA

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ALMA MATER SOCIETY OF THE UNIVERSITY OF BRITISH COLUMBIA
VANCOUVER, and on behalf of the ENGINEERING UNDERGRADUATE SOCIETY OF THE UNIVERSITY OF BRITISH COLUMBIA
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 to be hired to perform the following day-to-day responsibilities:
  - monitoring safety, security, and maintenance issues related to the Building
  - attempt 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 EUS, representatives appointed by the EUS have an obligation to ensure that the Annual Plan has been approved by the Board of the EUS.

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.