

Memorandum Of Understanding
Between:

The University Of British Columbia, acting on behalf of the School of Kinesiology
(**"UBC"**)

and

The Kinesiology Undergraduate Students Society (**"KUS"**), a constituency of the Alma
Mater Society Of The University Of British Columbia Vancouver
(the **"KUS-AMS"**)

Whereas:

- A. UBC and the KUS-AMS are both committed to enhancing the quality and value of the UBC experience while cultivating the personal, academic and social success of students.
- B. UBC has developed a functional program for a new Community Health Sciences Centre (the **"Centre"**), addressing the need for an integrated facility at UBC for research, teaching, clinical training, and community outreach in the health sciences and an academic home for the School of Kinesiology. Though plans have developed, no decision to proceed with the development of the Centre has yet been made.
- C. The KUS-AMS will demonstrate its support and commitment to contribute toward the construction of the Centre by holding a student referendum in which KUS members will be asked whether they are willing to support UBC's construction of the Centre through a dedicated student society fee of \$250 per year per student plus 2% annual inflation (**"Levy"**), which will begin to be paid by those UBC students who are KUS members beginning in the first academic year that the Centre opens, as more particularly set out in the Financing & Project Agreement described below (the **"Referendum"**). The final Referendum question is attached as Schedule A to this Memorandum.

Now therefore, the parties agree to the following:

1. The KUS-AMS will hold the Referendum from March 16 to and including 20, 2015.
2. Should the Referendum result in a majority of KUS members voting to reject the Levy, this Memorandum shall automatically terminate.

3. Should the Referendum result in a majority of KUS members voting to approve the Levy, and should UBC decide to construct the Centre:
 - (a) The KUS-AMS will authorize UBC to collect and remit the Levy, as defined in the Referendum question, on its behalf, beginning in the first academic year that the Centre opens.
 - (b) The KUS-AMS will enter into a formal financing and project agreement (the “**Financing & Project Agreement**”) with UBC that will define UBC’s and the KUS-AMS’s obligations with respect to the Levy. The Financing & Project Agreement will include, but not be limited to, the following provisions:
 - i. Confirmation of the amounts and terms by which the Levy will be contributed to UBC for the construction of the Centre (the “**Contribution**”), which will include the following terms:
 1. the Levy and the Contribution will increase annually by 2% to reflect inflation; and
 2. the Contribution will be used to repay an internal loan from UBC Treasury that will fund a portion of the cost to construct the Centre. The internal loan details are:
 - a. the loan amount is currently estimated at approximately \$5,200,000;
 - b. the outstanding balance will attract interest at UBC’s internal loan rate; and
 - c. the loan will be fully repaid over 30 years.
 - ii. Confirmation that making the Contribution to UBC is conditional upon the Centre containing the following elements:
 1. Inclusion of an office space of 22.3 net square meters (nsm) in the Centre, dedicated for use by the KUS,
 2. An addition to the contemplated student fitness centre, of 250 nsm.
 3. Installation of 400 half-lockers.
 4. Informal Learning space for Kinesiology students, totaling 1144.8 nsm, including bookable multipurpose small meeting rooms and bookable after-hours classrooms.

5. Room for a healthy food and smoothie Food Service Outlet of 60.4 nsm.

The foregoing conditions are based on a functional program for the Centre that is agreeable to UBC and the KUS as of the date of this Memorandum. The sizes and numbers described above may be amended by mutual agreement in the Financing & Project Agreement.

- iii. Confirmation that the Community Health Sciences Working Committee to be struck at the start of the development of the Centre will include one Undergraduate and one Graduate Student from the School of Kinesiology.
 - iv. If UBC terminates plans to construct the Centre, as currently programmed, or does not grant Board 1 approval (or its then equivalent) to the construction of the Centre within 5 years from the end date of the Referendum, the KUS-AMS may terminate the Financing & Project Agreement upon written notice to UBC.
 - v. The Levy will remain in effect until such time as the KUS-AMS satisfies the Contribution terms of the Financing & Project Agreement or the agreement is terminated.
 - vi. Confirmation that the Centre and the land upon which it is located are and shall remain solely the property of UBC. The KUS-AMS acknowledges and agrees that it does not have any legal interest in the Centre or the land upon which it is situated.
 - vii. UBC will demonstrate its appreciation for the KUS-AMS's contributions to the Centre in ways consistent with the University's recognition practices.
4. Nothing in this Memorandum compels UBC to proceed with the development or construction of the Centre. The KUS-AMS acknowledge that the decision to construct the Centre involves various considerations, including securing funding in addition to the Contribution, academic programming, and land use and capital plan approvals by the UBC executive and Board of Governors.
5. If UBC terminates plans to construct the Centre, as currently programmed, or does not grant Board 1 approval (or its then equivalent) to the construction of the Centre within 5 years from the end date of the Referendum, the KUS-AMS may terminate this Memorandum upon written notice to UBC.

- 6. Consistent with existing University policy, no student will be prevented from attending UBC purely on the basis of financial need. The Levy will be included in financial need calculations.

- 7. This Memorandum may be executed in counterparts and transmitted by electronic means with the same effect as if the parties had signed the same original document. All counterparts will be construed together and will constitute one and the same agreement and, if transmitted by electronic means, each party will promptly dispatch an original to the other Party.

In witness whereof, the parties have executed this Memorandum on the dates set out below.

THE UNIVERSITY OF BRITISH COLUMBIA

Authorized Signatory Date:

Authorized Signatory Date:

THE ALMA MATER SOCIETY OF THE UNIVERSITY OF BRITISH COLUMBIA VANCOUVER

Authorized Signatory Date:

Authorized Signatory Date:

THE KINESIOLOGY UNDERGRADUATE SOCIETY

Authorized Signatory Date:

Authorized Signatory Date:

Schedule A

Final Referendum Question

Do you support the KUS introducing an annual \$250.00 per student building fee for the Community Health Science Centre for future Bachelor of Kinesiology students subject to the following conditions?

In supporting the proposal to introduce a building fee beginning no earlier than the opening of the Community Health Science Centre, the following conditions are applied:

- 1) The fee amount would be \$250.00 beginning the first academic year that the building is open.
- 2) Revenue from the fee will be used to repay an internal loan from UBC Treasury that will be put towards constructing the Community Health Science Centre. This fee will continue to be levied until the loan is fully repaid over 30 years.
- 3) After the first year that it is levied, the fee will increase annually by 2% to reflect inflation.
- 4) This fee will only be levied if all elements of the Memorandum of Understanding are included in the building plan. These include:
 - a. A dedicated office space for the KUS.
 - b. A Student Fitness Centre.
 - c. Informal Student Learning Space/Priority Study Space.
 - d. Healthy Food and Smoothie Service Outlet.
 - e. The installation of 400 half-lockers.
 - f. KIN student representation (1 undergraduate student & 1 graduate student) sitting on the CHSC Working Committee.
- 5) If UBC terminates plans to construct the Community Health Science Centre, as currently programmed, or does not grant Board 1 approval (or its then equivalent) to the construction of the Centre within 5 years from the end date of the Referendum, the student leadership of the KUS that year will have the option to withdraw the offer upon written notice to UBC in consideration of the student's needs.