

**TRENT GRADUATE STUDENTS' ASSOCIATION
SUPPORT AGREEMENT**

BETWEEN

TRENT UNIVERSITY

and

Laura Thursby

on behalf of the Trent Graduate Students' Association

[May 1, 2015]

TRENT GRADUATE STUDENTS' ASSOCIATION SUPPORT AGREEMENT

This AGREEMENT is made as of the 1st day of May 2015 and expires on the last day of the Representative's term, April 30th 2016.

BETWEEN:

TRENT UNIVERSITY

A university chartered under the laws of the Province of Ontario, Canada

(hereinafter referred to as the "University")

– and –

Laura Thursby

representing the Trent Graduate Students' Association

(hereinafter referred to as the "Representative")

WHEREAS Trent University graduate students are represented by the Trent Graduate Students' Association for graduate student administration purposes;

AND WHEREAS the Trent Graduate Students' Association initiates, organizes, and administers the academic, cultural, social and recreational programming and political affairs of its student body under the terms of their Association Constitution.

AND WHEREAS the University and the Representative have agreed to enter into this agreement for the purpose of establishing the terms upon which the University is prepared to support the Association through the Representative.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants, agreements and conditions contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereby agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement, the following terms and expressions shall have the following meanings:

"Agreement" means this agreement, all its attached Schedules and every properly executed instrument, additional schedule or document incorporated by reference to it which by its terms amends or supplements this Agreement in any way.

“**Article**”, “**Section**”, and “**Subsection**” means an article, section and subsection of this Agreement.

“**Association**” shall mean the Trent Graduate Students’ Association, as represented by the Representative herein.

“**Board of Governors**” shall mean the Board of Governors of the University.

“**Business Day**” means any day except a day that is a Saturday, a Sunday or a statutory holiday in the Province of Ontario.

“**Graduate Students**” shall mean all students enrolled in graduate studies at the University.

“**Person**” means an individual, corporation, partnership, firm, joint venture, syndicate, association, trust or other form of incorporated or unincorporated organization or entity.

“**Representative**” shall mean the duly elected president of the Association and who has signed this agreement on behalf of the Association.

“**University**” shall mean Trent University.

1.2 Use of Certain Terms

The terms “this Agreement”, “hereby”, “hereof”, “hereunder”, “herein”, “hereto” and similar expressions refer to this Agreement and the Schedules attached to this Agreement in whole and not to any particular Article, Section, Subsection, paragraph, subparagraph, clause, subclause or other portion of this Agreement and include any and every agreement supplemental or ancillary to this Agreement.

1.3 Gender and Number

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neutral genders.

1.4 Headings for Convenience Only

The division of this Agreement into Articles and Sections is inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

ARTICLE 2 – RESPONSIBILITIES OF THE ASSOCIATION

2.1 The Representative, on behalf of herself, and on behalf of the Association, agrees to represent the students in the graduate student body honestly and in good faith during the term of his tenure. The Representative further agrees to cause the Association to provide wherever possible:

- (a) representation on behalf of graduate students on all University and student committees for which the terms of reference include an Association representative;
 - (b) academic, cultural, social and recreational programming and political affairs for graduate students; and
 - (c) such other related functions as the graduate students or the University administration reasonably requests from time to time. Requests considered unreasonable by the Association may be brought to the Presidents' Group as outlined in section 4.1 as a means of resolving the dispute.
- 2.2** The Representative agrees to ensure that a copy of the Association's Constitution is maintained on file with the Office of Student Affairs, and that upon any amendment(s) thereto taking effect, the Representative will provide the Office of Student Affairs with a copy of the amendment(s) within 30 days. The Representative agrees to ensure that copies of such Constitution are freely available to all graduate students. The Constitution will contain at a minimum provisions for annual election procedures, responsible financial operation, disclosure of financial information to the students and university administration, financial procedures and policies, referendum procedures and policies and job descriptions for Association positions.
- 2.3** The Representative agrees to designate two officials from the Association, one of which may be the Representative herself, as the two parties responsible for the financial operations of the Association. Such two financial representatives shall, *inter alia*, be responsible for signing any cheques of the Association and shall be responsible for the financial operations of the Association throughout the academic year. The financial representatives will agree to execute such other or further documents with the University as may be reasonable and appropriate in the circumstances in respect of the management of student moneys for the Association. The two financial officers will specifically have the responsibility for the receipt of student fees from the University, for the management and payment of expenses of the Association for the then current academic year, and for arranging for an accountant's review of the Association's financial statements in respect of the activities of the Association for the fiscal year of their term, May 1st to April 30th. The accountant's review will be submitted to the Financial Services Department of the University by August 30th.
- 2.4** The Representative agrees to meet with the Cabinet and Association Presidents' Group ("Presidents Group") bi-weekly during the academic year or at such other intervals as they shall mutually agree. The Associate Vice President Student Services will be entitled to attend the first section of all such meetings, where the primary function will be to participate in discussions and to exchange information about University and student activities. The Representative acknowledges that the Presidents' Group has no formal responsibilities or decision-making capability outside of the procedures identified in the terms of this Agreement and in section 4.1 below. The Presidents' Group may make recommendations to the University in respect of the terms of this Agreement and act as a consultative group to each cabinet and student association if and to the extent there are

election disputes within an individual organization.

- 2.5** The Representative agrees to forward the financial statements of the Association for review by the Office of Student Affairs on or prior to August 31st in each calendar year failing which the University shall be entitled to withhold the payment of Association fees more particularly described in section 3.1 and 3.6 below. The statements shall be prepared on an academic year basis being from May 1st to April 30th. The cost of all such statements shall be the responsibility of the Association.
- 2.6** The Representative agrees to submit, on or prior to May 1st of each year, the names and titles of the president and the executive officers of the Association for the ensuing year. The Representative agrees to explain the history of the Agreement and its value for the Association to a new president and to encourage the new president to sign a counterpart of this Agreement. The Representative, aided by the Office of Student Affairs where required, will make the previous year's versions of the Agreement available for review by the new executive prior to signing of a new Agreement. The Representative shall also advise the University of the two financial officers who will have the responsibility for the receipt of student fees from the University, the management and payment of expenses of the Association for the following academic year, and the provision of financial statements for review the following year.
- 2.7** In cases where a new president will request amendments to the Agreement, the Representative agrees to, prior to May 1st of the year in which the Agreement will commence:
- (a) notify the University of the intent of the Association; and
 - (b) to put forward a date, on behalf of and in consultation with the president, which shall not be later than June 30th, when the proposed changes are expected to be submitted to the University.
- 2.8** The Representative agrees to notify the University and the Office of Student Affairs in writing immediately upon the University failing to fulfill their responsibilities, indicating what corrective action is expected of the University.

ARTICLE 3 - RESPONSIBILITIES OF THE UNIVERSITY

- 3.1** In consideration of the Representative and the Association complying with its obligations under Article 2 herein, the University agrees as follows:
- (a) subject to approval of such fees by the Board of Governors, at the request of the Association, and for time periods as may be specified by the Board, the University agrees to collect a fee from each of the Graduate Students on behalf of the Association and at a rate determined by Graduate Student referenda validly conducted in accordance with University and Association policy;
 - (b) upon review of the Association's financial statements for the previous academic year, to distribute one third of the collected fees at the beginning of each semester,

by October 15th, February 15th, and June 15th, of each academic year to the financial representatives of the Association identified in section 2.3. The fee total is to be determined using the enrolment figures of October 1st, February 1st and June 1st. The fees will be accompanied by a report of Graduate Student enrolment;

- (c) any outstanding moneys owed to a University department by the Association as of October 15th will be deducted from the October 15th distribution;
- (d) any Association fees not collected by the University from students enrolled in graduate studies from the previous academic year will be deducted from the transfer amount; and
- (e) to collect a Graduate Students' Association and Traill College fee from each Graduate Student in the amount of \$67.50 of which \$15.00 will be distributed to Traill College; and \$52.50 will be distributed to the Graduate Studies Office to be used for programming and academic support for graduate students. The Graduate Studies Office and the Association will jointly determine allocation of the \$52.50.

3.2 The University will provide orientation for each successive president of the Association that will include, but not be limited to:

- (a) training on University policies and procedures, including purchasing, hiring practices, policies, insurance coverages and others;
- (b) a primer on who's who in the University – position roles and responsibilities and a reception to meet key personnel;
- (c) an explanation of the University financial structure, such as a description of a Basic Income Unit, a Full Time Equivalent, an ancillary fee, a levy, government protocol and the budget approval process;
- (d) a description of the University committee structure, including:
 - (i) what is a standing committee, an ad hoc committee, and a task group; and
 - (ii) how to set up, run and participate in committees; and
- (e) additional operational information as requested.

3.3 For staff positions that work directly with Graduate Students through programming or through services provided by student ancillary fees, Graduate Students will be included in the selection process in a manner that is compatible with the existing collective agreements. These positions include, but are not limited to, the Campus Programs Coordinator, Summer ISW Coordinator, Associate Vice President, Student Services, Directors of Athletics, Housing, and Health Services, and College Heads. When the position is funded exclusively by Graduate Student fees, the selection committee will be composed of 50% students and 50% staff and faculty and annual performance reviews

will include a component for feedback from Graduate Student leaders for these positions.

- 3.4** The University will provide a list of all affiliated students to the Representative ONLY in spreadsheet format for use during elections, ticket sales, and for tracking attendance at events. The Representative will be given access to the “Listserv” of affiliated students. The Representative agrees to protect the confidentiality of the lists by not allowing access to other members of the Association without procedures to protect the lists from theft or mis-use and by ensuring that printed lists are destroyed as soon as their purpose has been served. Lists will be provided at minimum by September 15th and January 31st of the academic year, and upon a written request explaining the need for an updated list by the Representative.
- 3.5** The University agrees to provide office space to the Association on the terms more particularly described in Appendix A attached hereto, upon the Representative executing and returning to the University a copy of such Licence Agreement on or prior to the date fixed for occupancy by such Association or successor Association. Where negotiations of a new Licence Agreement require additional time beyond May 1st of the year in which the Agreement is scheduled to commence, the University agrees not to withhold or restrict access to the office space, provided that the Representative notifies the University of their intent to put forward an amendment to the Licence Agreement. The Representative and the University agree to make best efforts to negotiate amendments, and ratify a new Licence Agreement by August 31st of the year in which the Agreement will take effect.
- 3.6** Where review of the financial statements described in section 3.1 identifies an error, missing documentation, funds unaccounted for or other discrepancies with the financial statements of the Association from the previous fiscal year, the University agrees to provide the fees collected on behalf of the Association to the financial representatives identified in section 2.3 on a monthly basis, beginning in September, until such a time that the Association can correct the problem, and/or demonstrate to the University that it has implemented measures that will prevent the incident from reoccurring. The Association will provide monthly financial statements to the University before receiving the monthly fee instalment.
- 3.7** In accordance with the College Head Selection Procedure, the Representative will be included on the College Head Selection Committee for Traill College.
- 3.8** The University agrees to allow for a period for new presidents to review and amend the agreement under the terms outlined in section 2.7.
- 3.9** The University agrees to notify the Representative and the Office of Student Affairs in writing immediately upon the Representative failing to fulfill her responsibilities, indicating what corrective action is expected of the Representative.

ARTICLE 4 - INTERPRETATION AND FAILURE TO PERFORM

4.1 Interpretation of the Agreement

- (a) Any disagreements about the interpretation of this Agreement will be addressed promptly with the Presidents Group and the Associate Vice President of Student Services of the University. Additional University administrators and/or students will be included in discussions as required. Any party claiming a dispute may invoke this process by notice to all other parties referenced herein and the University.
- (b) If an agreement cannot be reached, the Presidents Group and the Associate Vice President of Student Services will agree on a review panel of 3 students and 3 university administrators to resolve disagreements. The review panel may choose to consult with an external agent if agreed upon by all parties.
- (c) If no resolution of the issue has been reached in respect of the process described in subsection (b) above, then any party may, on notice to the other, refer the matter to arbitration in accordance with the provision set out below.
- (d) The parties agree that if there is any claim arising between the Representative on behalf of the Association and the University relating to this Agreement or breach of this Agreement or any agreements or instruments relating to this Agreement, and such dispute has not been resolved in accordance with sections (a) or (b) above, then such dispute shall be subject to binding and final arbitration, pursuant to the provisions of the *Arbitration Act*, 1991 (Ontario). The parties agree that such arbitration shall be conducted in the City of Peterborough. Any controversy concerning whether an issue is arbitrable shall be determined by the Arbitrator. The parties agree to use a single Arbitrator in resolving disputes herein. If the parties are unable to agree on a single Arbitrator within 10 days of any party invoking the right to arbitration, then either party may, on application to a judge of an Ontario Superior Court, ask such judge to appoint an Arbitrator to hear the matter referred to herein. The parties agree that the Arbitrator may, in his or her discretion, award legal fees to the prevailing party. The parties agree to keep the results of any arbitration proceedings strictly confidential, except as may be reasonably necessary to implement or enforce the Arbitrator's award.

4.2 Specific Remedies

- (a) In the event that the University has failed to make a payment of student fees otherwise required to be made pursuant to revisions of section 3.1 herein, then the University shall pay interest on such arrears at the rate of Royal Bank of Canada prime rate of interest plus 1% per annum on all such arrears until paid. The fees must be paid by November 31st, March 31st and July 31st.
- (b) In the event that the Representative fails to meet her obligations on behalf of herself and the Association under Article 2 of this Agreement, the University will be entitled to withhold the transfer of fees otherwise required under Section 3.1 and to pay them monthly to the Association as provide by section 3.6 until such a time as the Representative's obligations under Article 2 have been met.

- (c) the University shall have not right to make a claim against the Representative for any breach of this Agreement and its remedies for a breach of this Agreement shall be limited to the right to withhold the transfer of fees as set out in paragraph (b) above and section 3.6 of this Agreement.

4.3 Force Majeure

No delay or failure in performance by the Representative or the University shall constitute a default of this Agreement if and to the extent that the delay or failure is caused by Force Majeure. Unless the Force Majeure substantially frustrates performance of a majority of the obligations as set out in this Agreement, the Force Majeure shall not operate to excuse, but only to delay, performance under this Agreement. Once the Force Majeure ceases, such party as is affected by it shall resume performance of its obligations under this Agreement as soon as possible. As used herein, "Force Majeure" means any event beyond the control of the party claiming inability to perform its obligations and which party was unable to prevent by the exercise of reasonable diligence including, without limitation, the combined action of workers, strikes, embargos, fire, acts of terrorism, explosions, and other catastrophes, casualties, a moratorium on construction, government delays in granting permits or approvals or funding, changes in laws, expropriation of property, government actions, national emergency, war, civil disturbance, floods, unusually severe weather conditions or other acts of god or public enemy. Inability to pay or financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a party's control.

ARTICLE 5 - GENERAL PROVISIONS

5.1 Notice

Any notice or other document which may be given pursuant to or concerning this Agreement by one party to any other party shall be in writing and may be given in writing by personal delivery or by registered mail (with postage thereon fully prepaid), or by facsimile transmission to such party as follows:

to the University: Trent University
1600 West Bank Drive
Peterborough, Ontario
K9J 7B8
Attn: Nona Robinson
Tel: (705) 748-1011 X7122
Fax: (705) 748-1109
Email: nonarobinson@trentu.ca

to the Representative: Graduate Students' Association
Box 326 Trill College
310 London St.
Peterborough, Ontario
K9H 7P4

Attn: Laura Thursby
Tel: (705) 748-1011 x6423

Email: laurathursby@trentu.ca

or at such other address as may be given by such party to any other party hereto in writing. Any such notice or other document delivered or transmitted in accordance with the provisions of this Section, shall be deemed to have been received by and given to the addressee when delivered or transmitted. Any such notice or other document mailed as aforesaid shall be deemed to have been received by and given to the addressee on the third Business Day following the day of mailing thereof. If any such notice or other document shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such notice or other document shall be deemed to have been received by and given to the addressee on the third Business Day following the day of the resumption of normal mail service, provided that during the period that regular mail services shall be interrupted all notices or other documents shall be given by personal delivery or facsimile transmission.

5.2 Further Assurances

Each party hereto shall do or cause to be done all such acts and things and execute or cause to be executed all such agreements and other documents as may be necessary or desirable to carry out and/or implement the provisions or intent of this Agreement.

5.3 Counterparts

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

5.4 Time of the Essence

Time shall be of the essence for this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this Section.

5.5 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior letters of intent, agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. None of the parties hereto shall be bound by or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement. The parties hereto further acknowledge and agree that in executing this Agreement, they have not in any way relied, and will not in any way rely, upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth in this Agreement. Any schedules referred to herein or attached hereto are hereby incorporated by reference and form part of this Agreement.

5.6 Amendment

No modification or amendment to this Agreement may be made unless agreed to by the parties hereto in writing.

5.7 Binding Effect

This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective representatives, administrators, successors and permitted assigns. Nothing herein, express or implied, is intended to confer upon any person, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5.8 Assignment

This Agreement shall not be assignable by either party.

5.9 Currency

Unless otherwise provided for herein, all monetary amounts and sums referred to in this Agreement are expressed in terms of Canadian dollars and all amounts and sums payable hereunder shall be paid in lawful money of Canada.

5.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the courts of Ontario.

5.11 Calculation of Time

When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, then the time period in question shall end on the first Business day following such non-Business Day.

5.12 Legislative References

Any references in this Agreement to any law, by-law, rule, regulation, order or act or any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

5.13 Authority to Bind the Parties

Neither party shall incur any debt or obligation on behalf of the other party except as permitted by hereunder or written authority of the other party.

5.14 Severability

If any covenant or provision herein is determined to be invalid, void, illegal or unenforceable in whole or in part, for any reason whatsoever, such covenant or provision shall be severable from all other covenants and provisions herein and shall not in any way affect or impair the validity of any other covenant or provision herein.

5.15 Waiver

The waiver by any one of the parties of a breach by the other party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. Either party hereto may by written instrument unilaterally waive any obligation or restriction imposed upon the other party under this Agreement. The waiver of the breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach of any such provision or any other provision of this Agreement. No failure, refusal or neglect of either party hereto to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations hereunder shall constitute a waiver of any provision of this Agreement

5.16 Execution by Facsimile

The parties hereto agree that this Agreement may be executed and delivered by facsimile or such similar device provided that each page of this Agreement is initialled by the party seeking to execute this Agreement and delivered by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a complete copy of this Agreement bearing original signatures within seven (7) Business Days of the date of execution of this Agreement.

5.17 Signatures

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

TRENT UNIVERSITY

Per: _____ c/s Date: _____

Name: Nona Robinson

Title: Associate Vice President of Student Services

THE REPRESENTATIVE

_____ /s Date: _____

Name: Laura Thursby

Title: President of Trent Graduate Students' Association

Witness: _____ Date: _____
Name:
Title:

APPENDIX "A"

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made as of the 1st day of May 2015 and expires on the last day of the Representative's term, April 30th 2016

BETWEEN:

TRENT UNIVERSITY
(the "Licensor")

- and -

Laura Thursby

on behalf of the Trent Graduate Students' Association
(the "Licensee")

WHEREAS the Licensor is a university chartered under the laws of the Province of Ontario, Canada, and is desirous of licensing office space to the Licensee in Traill College (the "College");

AND WHEREAS the Licensee is desirous to obtain a license to occupy premises in Traill College that the Licensor is willing to license to the Licensee subject to the terms and conditions contained herein;

WITNESSETH THAT in consideration of the mutual covenants contained herein, and the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licensor and the Licensee covenant and agree as follows:

Terms and Conditions

1. Licensor grants a license to the Licensee to use and occupy certain premises which shall be deemed to be of equivalent area to the office currently occupied (Wallis Hall 223) (the

“Licensed Area”) for a term commencing on the 1st day of May 2015 (the “Commencement Date”) and expiring on the 30th day of April, 2016 (the “expiration date”). The Agreement is to be reviewed by the Association and the University in advance of a counterpart of this Agreement being signed on or prior to the 15th day of November 2015.

2. The Licensor may terminate this License Agreement upon ninety (90) days prior written notice to the Licensee, for default under this agreement.
3. Where the Licensor requires the space for other purposes, the Licensor will provide a comparable office space, of equivalent size, for the Licensee in the College, and will facilitate re-location between May 15th and August 15th of the year in which the move is required. The parties agree that upon the occurrence of any damage to or destruction of the Licensed Area by fire or other casualty, where the space is uninhabitable, the Licensor shall have the right but shall not be obligated to terminate immediately this License Agreement and revoke the license for the Licensed Area without notice, provided that the Licensor agrees to work towards finding comparable office space in the College until such time as repairs can be made to the original office space, and the licensee can reoccupy the space.
4. No rental or leasing fee will be charged by the Licensor to the Licensee for occupying the space.
5. Local telephone service and internet service will be provided by the Licensor with no charge to the Licensee.
6. Services provided by the Licensor including, but not limited to, long distance telephone service, fax and photocopying service will be paid for by the Licensee on a per use basis.
7. This Agreement is for office occupancy only. The Licensee shall not be permitted to assign or transfer this License Agreement nor sublicense the Licensed Area or any part thereof nor part with or share possession of the Licensed Area or any part thereof to a third party without the Licensor’s prior written consent, which consent may not be unreasonably or arbitrarily withheld. No assignment, transfer or sublicense shall release the Licensee from its obligations hereunder.
8. The Licensee will not be required to share the Licensed Area with other student or university groups.
9. The Licensor shall not be liable for damage to or destruction or loss of (i) any property of the Licensee entrusted to the care or control of the Licensor, or (ii) the Licensed Area (including improvements) or any property in or upon the Licensed Area
10. The Licensee accepts responsibility for the use of the Licensed Area and accepts financial responsibility for any damages, theft or loss incurred due to negligence on the part of the Licensee. Notwithstanding the foregoing, the University shall be entitled at any time between to inspect the premises on 24 hours notice.

11. An inspection of the Licensed Area will be completed jointly by the Licensor, incoming Licensee executive members and outgoing executive members annually during the transition of Association Executive. The cost of repairs observed and jointly agreed by the Licensor and Licensee to be required shall be borne as follows:
 - (a) repairs noted in the inspection that are a result of normal use and wear will be completed by the Licensor at no charge;
 - (b) subsequent repairs to the Licensed Area beyond the normal “use and wear” of occupancy will be charged to the Licensee; and
 - (c) any request by the Licensee to the Licensor to make repairs shall be made by the submission of a written work order specifying the repairs to be made.

12. The Licensor or its agents may enter the Licensed Area at all reasonable times to view their condition, or for repairs and maintenance provided the following notice is given to the Licensee;
 - (a) twenty- four hour notice will be given for Licensor initiated work;
 - (b) submission of a work order by the Licensee authorizes access by the Licensor without notice between the hours of 8 a.m. and 6 p.m., Monday to Friday;
 - (c) unless deemed to be urgent, a work order request will be assessed within 5 business days. The licensor will notify the licensee of approximate timelines for completion of the project; and
 - (d) notwithstanding subsections (a) and (b), the Licensor maintains the right to enter without notice during emergencies.

13. The Licensee shall not permanently alter the Licensed Area in any way without the prior written consent of the Department of Physical Resources. The cost of renovations will be negotiated on a case by case basis.

14. The Licensee will be responsible for basic cleaning (vacuuming, waste removal, recycling) of the Licensed Area.

15. The Licensor will provide carpet cleaning in the Licensed Area annually between May and August.

Security and Keys

16. The Licensee’s office may be open for public business on a regular basis only when the College is open. After hours requirements are expected and approved for administrative operations.

17. The Licensee assumes responsibility for securing the office and for ensuring that the main College entrance door is secured when an authorized Licensee member enters or exits the building after hours.
18. The Licensee assumes responsibility for all guests who enter the College with a Licensee member after hours.
19. A sufficient number of keys for the office (8) necessary to conduct the affairs of the Association, will be issued to the Licensee as per university key sign out procedures.
20. Keys for the entrance door to the College will be issued to the Association executive members for after hours access.
21. Keys will be audited at least once a year in cooperation with the Licensor's locksmiths. If any keys are missing, a lock change will be initiated at the expense of the Licensee.
22. Requests for additional keys or lock changes for the office, during the term of the Agreement, will be at the request and expense of the Licensee.
23. At the end of the term of the Agreement, or if the Licensee office is re-located, all keys must be returned to the Licensor in accordance with the university key procedures. If keys are not returned, a lock change will be initiated at Licensee expense.

General

24. The rights granted to the Licensee hereunder shall be deemed to be a license only, and under no circumstances are intended to constitute a landlord and tenant relationship or any other relationship of any nature.
25. This Agreement contains all the representations, warranties, covenants, agreements, conditions and understandings between the parties concerning the Licensed Area and may be amended only by an agreement in writing signed by the Licensor and the Licensee.
26. If any provision of this License Agreement is illegal or unenforceable it shall be considered severable from the remaining provisions of this License Agreement, which shall remain in force.
27. Time is of the essence of this License Agreement and every part thereof.
28. This License Agreement shall be interpreted under and is governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
29. Any notice, demand, statement or request (in this Section referred to as "notice") herein required or permitted to be given under this License Agreement shall be in writing and shall be deemed to have been sufficiently and effectually given if signed by or on behalf of the party giving the notice and personally delivered or mailed by registered prepaid post:

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in the case of notice to the Licensor, to it at 1600 West Bank Drive, Peterborough, Ontario, K9J 7B8, and

in the case of notice to the Licensee, to it at the Licensed Area.

30. Any such notice given as aforesaid shall be deemed to have been given, if delivered, on the date of such delivery or, if mailed, on the fifth day following the date of such mailing. The Licensor may from time to time by notice change the address to which notices to it are to be given. Notwithstanding the foregoing, during any interruption, threatened interruption or substantial delay in postal services, any notice shall be personally delivered.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DATED this 12th day of November 2015.

TRENT UNIVERSITY

Per: _____
Nona Robinson
Associate Vice President of Student
Services c/s

**THE REPRESENTATIVE OF THE
TRENT GRADUATE STUDENTS'
ASSOCIATION**
(Licensee) 1/s

Laura Thursby
President, Trent Graduate Students' Association

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