



Huron University College Students' Council, Brescia University College Students' Council and
Kings University College Students' Council

Memorandum of Understanding

EFFECTIVE: November 2020

SUPERCEDES: N/A

AUTHORITY AND RATIFIED BY: Huron University College Students' Council
Brescia University College Students' Council
Kings University College Students' Council

RELATED DOCUMENTS:

Affiliate Appeals Board Terms of Reference
Affiliation Agreement

PREAMBLE

The purpose of this MOU is to foster collaborative efforts among the three Affiliate undergraduate Students' Councils at Western University. In working together, the Huron University College Students' Council, Brescia University College Students' Council and Kings University College Students' Council (hereinafter referred to as "HBK") strives to better serve the entire student experience at Western University's Affiliated Colleges. This document contains guidelines for collaboration within the HBK Councils' in inter-council events, advocacy efforts and other trilateral initiatives. The format of the MOU is designed to be dynamic and adaptive to changes in student governance year-over-year.

1.0 SCOPE

1.01 This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Huron University College Students' Council (hereinafter referred to as "HUCSC"), the Brescia University College Students' Council (hereinafter referred to as the "BUCSC") and the King's University College Students' Council (hereinafter referred to as "KUCSC"). This MOU is drafted by all three Parties and is a Western Affiliate Council document. This MOU only applies to the aforementioned parties.

2.0 DEFINITIONS

- 2.01 “HBK” refers to Huron University College Students’ Council, Brescia University College Students’ Council and Kings University College Students’ Council
- 2.02 “HUCSC” refers to the Huron University College Students’ Council
- 2.03 “BUCSC” refers to the Brescia University College Students’ Council
- 2.04 “KUCSC” refers to the King’s University College Students’ Council
- 2.05 “MOU” refers to the Memorandum of Understanding

3.0 TERM OF MEMORANDUM OF UNDERSTANDING

- 3.01 This MOU is effective upon the date last signed and executed by the duly authorized representatives of the parties to this MOU and their respective governing bodies and shall remain in full force and effect for the Council term.
- 3.02 It is required that all parties review this MOU annually before the start of the Fall Reading Week of each Council term. This document may be renewed in a non-amended form with only the agreement and signature of the three Presidents. If an entire Council year (for example, May 2016- May 2017) passes without a renewal by the three Affiliate Council Presidents, this document will lose all effect.
- 3.03 This MOU may be terminated by any party but may only be done after deliberation between any parties regarding the disputed area(s) has taken place. Any questions of interpretation for this document will be dealt with on the basis of consensus among the three Presidents.
- 3.04 Be it resolved that the following Sections outline the collaboration between the Affiliate Councils. This agreement is a revision and update of the initial agreement made in August 2012 and is effective immediately upon signing and ratification.

4.0 LOBBYING RESPONSIBILITIES

- 4.01 When pursuing lobbying efforts with or against the University Students’ Council (“USC”), University administrations, the City of London, and/or the Province of Ontario, all Affiliate Councils will perform their due

diligence and make all efforts to come together as a united front.

4.02 In keeping with this principle, at least one (1) USC Councillor from an Affiliate Council will sit on each Standing Committee of the USC. The outgoing HBK Presidents must notify their successor of this provision prior to the annual USC turnover meeting to ensure this occurs.

4.03 In further keeping with this principle, the interests of Affiliate students and Councils will be represented on appropriate committees at the municipal level by one (1) President from one (1) Affiliate Council each year, on a rotating basis, as stipulated, and will continue on a rolling basis annually:

(1) Cycle of Municipal Committee Obligations for Affiliate Presidents

2021-22 Term: Huron University College Students' Council

2022-23 Term: Brescia University College Students' Council

2023-24 Term: King's University College Students' Council

2024-25 Term: Huron University College Students' Council

2025-26 Term: Brescia University College Students' Council

(2) This cycle will not apply to representation on committees at the Municipal level that address issues only relevant to specific affiliates

4.04 To further ensure Affiliate representation during Provincial lobbying efforts, each Affiliate Council will agree to submit at least one (1) student from to stand for candidacy for each Ontario Undergraduate Students Alliance ("OUSA") General Assembly meeting during the school year.

4.05 In further keeping with this principle, the interests of Affiliate students and Councils will be represented at the USC as a united front, whenever possible.

(1) All Affiliate councillors who sit on the USC will agree to communicate before every monthly USC General Assembly meeting to review the agenda and motions of the meeting and will, where possible, find consensus on agenda items prior to the meeting.

5.0 HBK SUMMIT

- 5.01 In order to enhance the collaboration among all HBK Students' Councils, the respective Executive Councils will organize an "HBK Summit" before the start of the Fall Reading Week of each year.
- 5.02 The purpose of the "HBK Summit" is to discuss upcoming matters such as USC-led referenda, municipal lobbying efforts and general governance and event collaboration. An invitation shall be extended to all affiliate executives. The USC President, Vice President External Affairs, Vice President University Affairs, and appropriate executives as needed shall be invited to attend a designated portion of the Summit.
- 5.03 The "HBK Summit" will also include a review of this document, the Affiliate Appeals Board Terms of Reference, and the Affiliate Agreement. Hosting Obligations will rotate on a yearly basis, as stipulated, and will continue on a rolling basis annually:

(1) Cycle of hosting obligations for "HBK Summit":

Fall 2021: Huron University College Students' Council

Fall 2022: King's University College Students' Council

Fall 2023: Brescia University College Students' Council

Fall 2024: Huron University College Students' Council

Fall 2025: King's University College Students' Council

Fall 2026: Brescia University College Students' Council

6.0 AFFILIFEST

- 6.01 Orientation Week will include an "Affilifest", an official event for First Year participants from all Affiliate Colleges. This event will be hosted by one Affiliate Council per year as stipulated below, continue on a rolling basis annually, and will be organized by the respective Affiliated College's Head Soph and Council President and/or Student Events executive.

(1) Cycle of hosting obligations for "Affilifest":

Fall 2021: King's University College Students' Council

Fall 2022: Brescia University College Students' Council

Fall 2023: Huron University College Students' Council

Fall 2024: King's University College Students' Council

Fall 2025: Brescia University College Students' Council

Fall 2026: Huron University College Students' Council

- 6.02 The cost of specific programming at “Affilifest” will be negotiated and agreed upon in advance by the Head Sophs, Presidents and Chief Financial Officer, or equivalent, on behalf of the Affiliate Councils. Each Council must make a mandatory minimum contribution of \$1,500 toward “Affilifest”. The hosting Affiliate Council may choose to supplement this base fund with a further financial contribution at its own discretion to fulfill additional programming needs. The base fund can be negotiated in consultation with the respective Affiliate Councils, considering each Affiliate’s unique size and organizational capacity.

7.0 ORIENTATION COMMUNITIES OF PRACTICE

- 7.01 The USC Orientation program holds five (5) Communities of Practice throughout the year, on which the Head Sophs and Presidents of each respective Affiliate Council sit. They are: Academic Engagement, Diversity & Equity, Year Long Engagement, Health & Wellness, Community Engagement. In order to enhance the Orientation Week experience for all Affiliate students, both incoming First Year students and Sophs, this document requires that each respective Affiliate Head Soph and President, or proxy for either, sit on a different Orientation Week Community of Practice to ensure Affiliate representation on each.

- (1) It is recommended that the Head Sophs and Presidents meet prior to this meeting to delegate these committees among themselves.

8.0 EXECUTIVE TRANSITION

- 8.01 Upon election of the incoming Presidents in the spring, both the incoming and outgoing HBK Presidents will meet to discuss the collaborative affiliate documents including this document, the Affiliate Appeals Board Terms of Reference and the Affiliate Agreement. This meeting should serve to provide insight for the incoming Presidents regarding the responsibilities of each respective Council, as well as provide recommendations for any future amendments to these documents. Hosting cycle will continue on a rolling basis annually.

(1) Cycle of hosting obligations for Executive Transition

Spring 2021: King's University College Students' Council

Spring 2022: Brescia University College Students' Council

Spring 2023: Huron University College Students' Council

Spring 2024: King's University College Students' Council

Spring 2025: Brescia University College Students' Council

Spring 2026: Huron University College Students' Council

9.0 OFFICE OF THE OMBUDSPERSON ADVISORY COMMITTEE

9.01 The Office of the Ombudsperson is independent of the University and the University Students' Council administrations. The Office of the Ombudsperson refers to an Advisory Committee comprised of representatives from various University and Affiliate constituents.

9.02 The committee meets approximately three times a year and advises the Ombudsperson on matters such as budget, the annual report and professional development plans. A more comprehensive list of its duties is outlined in the Memorandum of Agreement 2020. The Advisory Committee also receives comments and complaints regarding the performance of the Office of the Ombudsperson.

9.03 Affiliate Presidents sit on the Office of the Ombudsperson Advisory Committee for two (2) year terms, as stipulated below:

2021-22 Term: Brescia University College Students' Council

2022-23 Term: Huron University College Students' Council

2023-24 Term: Huron University College Students' Council

2024-25 Term: King's University College Students' Council

2025-26 Term: King's University College Students' Council

10.0 General Provisions

10.01 *Affiliate Appeals Board.*

- (1) The Affiliate Appeals Board will be used to ensure fair and equitable decision-making and governance across the Affiliate Councils in accordance with the Affiliate Appeals Board Terms of Reference, ratified October 2018.

10.02 *Affiliate Student Senators*

- (1) The Affiliate Councils commit two (2) representatives every year to Western Student Senators to represent all Affiliate Councils. Delegation of these councillors is done through public ballot. These councillors are granted the right of non-voting, resource members with speaking rights at each of the Affiliate Council General Assemblies.

10.03 *Cost Sharing and Payment Deadlines.*

- (1) For all HBK collaborative events excluding HBK Summit (which will be paid for by the hosting affiliate), the cost sharing model will resemble the 'Affilifest' example, with a consultative base fee divided equally amongst and agreed upon prior to the event by the three affiliates, and any supplementary funds may be added by each Council at their discretion.
- (2) All financial obligations will be paid for in full within 30 days of receiving an invoice or other valid request of payment.

10.04 *Formal Tickets.*

- (1) It is the responsibility of each of the Affiliate Council executives to invite the executives of the other two Affiliate Councils to their Formal free of charge. Tickets will only pertain to executives and proxies in lieu of executives are not allowed.

10.05 *HBK Banner Ownership.*

- (1) The HBK Banner is collectively owned by all three Affiliate Councils and can be used by any council, upon request, for any event. When the HBK Banner is not in use, it is to be stored in the Beaver Dam at Huron University College.

10.06 *Merchandise.*

- (1) Any merchandise that represents “HBK” must have approval by one executive member from each Affiliate Executive Councils.

10.07 *Resource Sharing.*

- (1) All efforts will be made to share information and resources and to enhance collaboration amongst all Affiliate Councils. This includes an open-sharing commitment that guarantees the free flow of documents, policies, strategies and other potentially useful governance and corporate information between all Affiliate Councils.

10.08 *Terms of Agreement.*

- (1) Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

11.0 SIGNATURES

11.01 In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

Signed as of this date, November 14th, 2020:



Ziyana Kotadia

Ziyana Kotadia

HUCSC President



Emily Petch

Emily Petch

BUCSC President



Ben Kitching

Benjamin Kitching

KUCSC President