

STUDENTS' COUNCIL

Tuesday, August 6, 2002 – 6:00 PM
Council Chambers 2-1 University Hall

A G E N D A (SC 2002-09)

- | | |
|-------------|---|
| 2002-09/1 | <u>CALL TO ORDER</u> |
| 2002-09/2 | <u>NATIONAL ANTHEM "O Canada:"</u> |
| 2002-09/3 | <u>University of Alberta CHEER SONG "Ring Out a Cheer"</u> |
| 2002-09/4 | <u>SPEAKER'S BUSINESS</u> |
| 2002-09/5 | <u>ROLL CALL</u> |
| 2002-09/6 | <u>APPROVAL OF THE AGENDA</u> |
| 2002-09/7 | <u>PRESENTATION AND DISCUSSION</u> |
| 2002-09/8 | <u>APPROVAL OF THE MINUTES</u> |
| 2002-09/9 | <u>REPORTS</u> |
| 2002-09/10 | <u>QUESTION PERIOD</u> |
| 2002-09/11 | <u>APPROVAL OF EXECUTIVE COMMITTEE REPORT</u>

Please see document SC 02-09.01 |
| 2002-09/12 | <u>LEGISLATION</u> |
| 2002-09/13 | <u>OLD BUSINESS</u> |
| 2002-09/14 | <u>NEW BUSINESS</u> |
| 2002-09/14a | HUDEMA/SMITH moved that Students' Council approve the proposed Operating Budget for the Sustainability Office.

Please see document SC 02-09.02 |

2002-09/14b SMITH/HUDEMA move that Students' Council approve the proposed Operating Agreement between the Students' Union and the Gateway Student Journalism Society.

Please see document SC 02-09.03

2002-09/15 **INFORMATION ITEMS**

2002-09/16 **ANNOUNCEMENTS**

2002-09/16a **Next Council Meeting**
UPCOMING August 20, 2002
COUNCIL September 3, 2002
MEETINGS

2002-09/16b Education
UPCOMING FACULTY Engineering
ASSOCIATION
REPORTS

2002-09/17 **ADJOURNMENT**

STUDENTS' COUNCIL

Tuesday, July 30, 2002 – 6:00 PM
Council Chambers 2-1 University Hall

MINUTES (SC 2002-08)

Faculty/Position	Name	6:00
President	Mike Hudema	✓
Vice-President (Academic)	Mat Brechtel	✓
Vice-President (External)	Anand Sharma	✓
Vice-President (Finance)	Steve Smith	✓
Vice-President (Student Life)	Kail Ross	✓
Undergraduate Board of Governors Representative	Mike Reid	✓
Agriculture, Forestry, & Home Economics		
Agriculture, Forestry, & Home Economics		
Arts	Chris Bolivar	✓
Arts	Kyle Kawanami	✓

Arts	James Knull	x
Arts	Matt Oberhoffner (Aimie Meunier)	✓
Arts	Alexis Pepin	✓
Arts	Laura Roberts	✓
Arts	Vivek Sharma	✓
Arts	Paul Welke	x
Business	Jamie Kidston (Queenie Lung)	✓
Business	Meena Rajulu	✓
Business	Holly Tomte	✓
Education	Charles Beamish	✓
Education	Daljeet Chhina	✓
Education	Allison Ekdahl	✓
Education	Mandeep Gill	
Education	Janet Lo	
Engineering	Margaret Laffin	✓
Engineering	Paige Smith	✓
Engineering	Jason Tobias (Gary Wicentowich)	✓
Engineering	Michelle Vigeant	✓
Engineering	David Wepler	x
Law	Paul Varga	x
Residence Halls Association	George Slomp	x

Medicine/Dentistry	Miranda Richardson (Carolyn Stoltz)	✓
Medicine/Dentistry	Jeffrey Cao	✗
Native Studies		
Nursing		
Open Studies		
Open Studies		
Pharmacy	Lanette Prediger	✓
Rehabilitation Medicine	Adelaine Wong	✗
Faculté Saint-Jean	Lisa Clyburn	✓
Science	Chamila Adhihetty	✓
Science	Kimberly Dary	✓
Science	Katie Grant (Lindsay Eales)	✓
Science	Aisha Khatib	✗
Science	Constantino Renzi	✓
Science	Chris Samuel	✓
Science	Steven Schendel	✓
Science	Kimmy Williams	✗
President Athletics		
General Manager	Bill Smith	✗
Speaker	Gregory Harlow	✓
Recording Secretary	Helen McGraw	✓

2002-08/1

CALL TO ORDER (6:05)

2002-08/6

APPROVAL OF THE AGENDA

SAMUEL/BEAMISH MOVED TO approve the agenda.

ROSS/SMITH MOVED TO SUSPEND standing order 9

Carried

SHARMA MOVED TO add 14b so he can go to a conference.

ROSS MOVED TO strike reports

Carried

2002-08/8

APPROVAL OF THE MINUTES

SMITH/HUDEMA MOVED TO approve the minutes of the July 23 meeting.

Carried

2002-08/10

QUESTION PERIOD

Laffin: How many un-read e-mails are in Sharma's in-box?

Sharma: I get lots of e-mails, both from myself and from Kim Steele. Of the thousands I've received, I responded to 136.

Dilatory question from **Smith:** Are **Sharma's** feelings hurt when he realizes that he hasn't read a message he sent himself?

Kawanami: Does the upcoming "Puppetry of the Penis" show abide by the SU's proposed ethical purchasing policy?

Smith: The ethical purchasing policy hasn't been passed yet and doesn't mention pornography.

Sharma (councilor): How's that CFS report coming along?

Sharma: CFS sent the wrong organizational chart and CASA is apparently understaffed during the summer. It might be a while.

Renzi: What's new with the U-Pass?

Hudema: ETS is still saying \$240/student. We're in a coalition with the Sierra Club, NAIT, GMCC et al., and are researching U-passes around North America. The average is \$83/student so the ETS figure is way out of whack.

Samuel: Why don't the accommodation and food figures in the Eco Conference budget add up?

Hudema: We'll get back to you on that.

Dilatory question from **Kawanami:** During FARCE last night **Sharma** took a phone call from a feminine voice. Was she blonde?

Smith: What did Sharma (Councilor) learn about the ethical ramifications of me getting a parking pass and selling it to him at reduced rate?

Sharma (Councilor): **Smith** eloquently explained that it would cost the SU more for him to have a parking pass. I applaud his ethical integrity.

Pepin: Are we doing anything for the University Open House?

Hudema: There will be a dinner-style AGM at the Westin and later there will be an opportunity to ask the President questions. We're trying to get more time for student questions.

Clyburn: Is parent orientation going ahead this year?

Ross: It will run in the last week of August.

Hudema: Why couldn't Sharma fit both of his conference requests on one piece of paper?

Sharma: I wanted it to be clear that these were separate requests.

Smith: Did the VP External not admit to having both gut instinct and "punty" of hearsay?

Sharma: [sheepishly] Yeah.

Hudema: Is it not true that the correct numbers for the Eco Conference budget are: \$90/night for accommodation and 2 daysx5x\$50.00?

Smith: You betcha.

Sharma: What's new with parking?

Ross: An increase can probably be expected, as the director of parking services says that parking is subject to "market forces."

Pepin: Is it true that Stadium parkade will be available only to staff, not to students, in September?

Ross: Not that I know of.

Kawanami: In April, the Parking Services website said that Stadium would not be open to students in the fall.

2002-08/11

APPROVAL OF EXECUTIVE COMMITTEE REPORT

Please see document SC 02-08.01 and SC 02-08.02

SMITH MOVED TO WITHDRAW the July 15, 2002 Executive committee report.

Consensus

2002-08/13

OLD BUSINESS

2002-08/13a

SMITH/SAMUEL MOVED THAT Students' Council, on the recommendation of the Financial Affairs Board, approve the proposed Operating Budget for the Students Financial Aid and Information Centre.

Please bring documentation from the last meeting.

Smith: SFAIC is funded by a dedicated fee and is thus not included in the general SU budget. In previous years, SFAIC has run a surplus and some of that accumulated surplus will be consumed by this year's deficit budget.

Carried (28/1/0)

2002-08/13b

SMITH/BRECHTEL MOVED THAT Students' Council, upon the recommendation of the Executive Committee, approve the attached Eco Conference budget.

Please bring documentation from the last meeting.

Smith: The accommodation figures should read "3 speakers for 2 nights at \$90/night" and the Food figures "Food 2 days x 5 x \$50.00." This is a fairly conservative, break-even budget.

Clyburn: Other than the obvious fact that the environment is good, what is the justification for this conference?

Sharma (Councilor): From whom have we received donations and what do we owe them in return?

Hudema: This is cost-effective as well as being inherently good. The conference will provide an opportunity to showcase and raise the profile of the sustainability office and find students and volunteers who are interested in sustainability in the SU and at the university as a whole. The conference will have a debate stream featuring experts on Kyoto and other topics as well as a workshop stream about applying concepts of sustainability to the U of A. We expect significant media coverage, possibly at the national level.

Samuel: More than 24% of the budget is being spent on pre-conference posters; this is rather ironic for an Eco Conference.

Smith: The high percentage for posters is a reflection of the small size of the conference budget.

Meunier: Will the two other main tenets of sustainable development [economic and social, as well as environmental] be addressed at the conference?

Sharma: Yes, all three areas will be addressed. The U of A has a long way to go with respect to environmental measures; this would be a big step forward.

Meunier: Will the promotional materials be printed on recyclable materials?

Ross: You betcha.

Kawanami: Is it necessary to spend so much on publicity for this conference, considering that we should get lots of free publicity from the Ralph Nader talk?

Pepin: What, exactly is "pre-Conference posters, etc."? Posters shouldn't cost \$2775.

Smith: The Nader presentation will be piggy-backing on Eco-conference publicity, not the other way around. Most of the poster cost is for design time.

Carried (24/5/0)

2002-08/13c

BRECHTEL/SMITH MOVED THAT Students' Council, upon the recommendation of the Executive Committee, approve a budgeted expense for Anand Sharma to attend the Le Feuq conference August 11-15, 2002.

Please bring documentation from the last meeting.

Sharma: This is the first time this conference has been held; it will deal

largely with accessibility, affordability, deregulation, FTAA, and GATT. Attendees will be mostly CASA members. There is a pressing need for provincial groups to discuss these issues.

Samuel: Has **Sharma** already registered for the conference?

Sharma (Councilor): Since so much money is spent sending exec members to conferences, could we please receive some information about the different conferences so Council could better prioritize them?

Smith: Conference information is contained in the budget.

Meunier: Considering how much time **Sharma** already spends with CASA members, isn't his attendance at this conference rather redundant?

Brechtel: CASA doesn't address provincial issues; this will provide an opportunity to discuss provincial issues with students from across the country.

Bolivar: Has anyone from the exec ever asked students whether they think sending exec members to so many conferences is a good use of their fees?

Laffin: These expenditures are already budgeted, if sometimes poorly; can we send **Sharma** to a math conference to help with this?

Kawanami: Why are we going to a conference for the lobbying organization for Quebec? The issues facing post-secondary institutions in Alberta are quite different from those facing schools in Quebec. If this is such a significant, important conference, why was it added on the Late Additions?

Hudema: Issues like affordability, accessibility and deregulation are facing post-secondary institutions in all provinces. Ontario schools have already faced many of the issues that we're currently dealing with; this will provide us with a great opportunity to learn from other schools' experiences.

Samuel: Why do the accommodation figures in the different budgets not agree? Couldn't many of the benefits of attending this conference be attained through correspondence instead?

Hudema: We've already attempted to correspond, but it hasn't been very productive. Being there in person is more effective and is better for brainstorming, planning, etc.

Bolivar: If these two motions are approved, the conference budget is exhausted and we would be unable to attend any conferences outside of CAUS and CASA. We shouldn't limit our options so early in the year.

Clyburn: At EAB we were told that deregulation is no longer an issue in Alberta; why is it suddenly an issue again?

Sharma: This is a budgeted expense and no other conferences are anticipated this year. Deregulation isn't an issue for us this year, but it may be again soon. Flight costs will go down if I attend both conferences, as it will include a Saturday stay. The conference addresses the issues that are most pressing to students. This was not a Late Addition item this meeting; it was last week because we didn't hear from the organizers until the last minute.

Carried (20/10/1)

2002-08/13d

BRECHTEL/SHARMA MOVED THAT Students' Council approve the appointment of Elizabeth Sumamo, Elizabeth Meiling Shih, Emily Kraus, and Chad Moore as student-at-large members of the Awards Selection Committee.

Samuel: Considering the current legal issues resulting from the perceived inbreeding in our awards system, it's probably not good to see so many familiar names on this list; what selection criteria were used?

Smith: Unfortunately, this is largely unavoidable due to the fairly small pool of interested students from which we are drawing.

Carried (24/4/0)

2002-08/13e

SHARMA/SMITH MOVED THAT Students' Council, upon the recommendation of the Executive Committee, appoint two (2) councilors to sit on the Dean of Students Review Committee.

Please bring documentation from the last meeting.

Kawanami: Does this committee require members of the Students' Union or members of Students' Council? We use Nomination Committees to decide the SU appointments to many university committees.

Brechtel: Nom Coms are expensive and time consuming. Precedent suggests that we use nominations from Council, due to the short timeline involved (the deadline is tomorrow).

Rajulu: What time commitment is involved?

Clyburn: Could we open this motion to members of the Students' Union, rather than just Councilors?

Sharma (Councilor): What duties are involved in this committee?

Hudema: Meetings will be about once a month until the end of the year when they will be more frequent. Yes, this could be opened to all members of the Students' Union.

Carried (28/2/1)

Congratulations to **Chhina** and **Dary**

2002-08/13f

BRECHTEL/SHARMA MOVED THAT Students' Council appoint two (2) councilors to sit on the Gold Key Selection Committee.

Congratulations to **Rajulu** and **Ekdahl**

2002-08/14

NEW BUSINESS

2002-08/14a

SMITH/KAWANAMI MOVED THAT Students' Council, upon the recommendation of the Committee for the Finding And Realization of Changes to Elections, appoint Haley Cleary to the Committee for the Finding And Realization of Changes to Elections as a student-at-large for the duration of the Committee's mandate.

Carried (23/8/0)

2002-08/14b

SHARMA/SMITH MOVED THAT Students' Council approve a budgeted

expense for Anand Sharma to attend the Concordia-McGill conference on August 8-11, 2002.

SHARMA MOVED TO AMEND the total conference amount to \$160, as there is in fact no delegate fee.

Friendly

Samuel: It seems odd to attend a conference just because we're there.

Bolivar: Why go to a conference that discusses the same issues as were raised at Le Feuq just days before?

Laffin: If **Sharma** doesn't go to this conference, will there be money left in the conference budget?

Hudema: This conference will have a different pool of students than will Le Feuq, allowing us to hear many other views. As this is on a weekend, it won't conflict with the VP External's other duties. \$160 is a very small expense for a conference. Approving this will also lower the flight cost for Le Feuq.

Kawanami: Why do we need to go to every single CASA and CFS conference? Do we really receive proportionate benefit from each additional one?

Ross: I'd like to see the VP External present a detailed expense report to Council after the conference.

Sharma: This is an important conference. The Le Feuq conference is quite exclusive. Getting additional points of view for such a small expense is great value; I wouldn't be able to attend any other conferences with this amount of money.

SLOMP/SMITH MOVED the previous question.

Carried

Carried (24/7/0)

2002-08/16

ANNOUNCEMENTS

Arts gear will be available August 6 – watch for it!

2002-08/16a

Next Council Meeting

Tuesday, August 6, 2002.

Tuesday, August 20, 2002.

**UPCOMING
COUNCIL
MEETINGS**

2002-08/16b

Athletics

Business

**UPCOMING FACULTY
ASSOCIATION
REPORTS**

2002-08/17

ADJOURNMENT (7:40)

The Council Quote Game

Although the VP Ops and Finance is always an excellent source of humorous Council stories, one of the following didn't happen at the July 30 meeting. The first Member of Council to e-mail the Recording Secretary (hmcgraw@ualberta.ca) with the correct answer will receive a reward reflecting the prestige and importance of this contest.

Which of the following did the VP Ops and Finance not do at the July 30 meeting?

- a. Present his report in the form of a multiple-choice quiz
- b. Express total comfort with the idea of nude male performers in Horowitz.
- c. Suggest that purchasing a one-way ticket would be an effective way to lower the VP External's conference budget.
- d. Use the number of e-mails in his in-box as evidence to support his claim to be better-loved than the VP External.
- e. Have his ethical integrity praised by a Councilor.

Executive Committee Report to Students' Council

1. The following motions were passed at the July 29, 2002 Executive Committee Meeting:

There were no motions passed at this meeting.

2. The following motions were passed at the July 31, 2002 Executive Committee Meeting:

- a) SMITH/ROSS MOVED TO APPOINT Mat Brechtel to sit on the Dean of Students Review Committee.

VOTE ON MOTION

2/0/2 (BRECHTEL Abstained)

- b) SHARMA/SMITH MOVED TO Take \$250 (two hundred fifty) dollars from the special projects fund to create a pool for low income students to apply to attend the Ralph Nader Presentation, with the idea that if there is a surplus in the Nader budget it will come out of the Nader budget.

VOTE ON MOTION

3/0/1 (BRECHTEL Abstained)

ACC	SUB	ACCOUNT DESCRIPTION	2002-03
			Budget
		REVENUES	
		GRANT REVENUE	
6425		Grants	1 620
		TOTAL REVENUES	1 620
		TOTAL COGS	0
		GROSS PROFIT	1 620
		GROSS MARGIN (%)	100.0%
		EXPENSES	
		STAFF COSTS	
		Wages	
8110		Casual Wages-Fixed Amount	3 540
8111		Salaries	9 064
8113	100	Vacation-Hourly	04.0% 142
8114	100	Stat. Holiday-Hourly	04.2% 149
		Total Wages-Hourly	3 830
		Total Wages-Salary	9 064
		Total Wages & Other Remunerations	12 894
		As a % of Revenues	N/A N/A
		Government Deductions	
8131	100	El-Hourly	03.15% 121
8131	200	El-Salary	03.15% 286
8132	100	CPP-Hourly	04.70% 180
8132	200	CPP-Salary	04.70% 426
		Total Gov't Deductions-Hourly	301
		Total Gov't Deductions-Salary	712
		Total Gov't Deductions	1 012
		As a % of Revenues	N/A N/A
		Employee Benefits	
8143	100	WCB-Hourly	0.30 11
8143	200	WCB-Salary	0.30 27
		Total Employee Benefits-Hourly	11
		Total Employee Benefits-Salary	478
		Total Employee Benefits	490
		As a % of Revenues	N/A N/A
		Employee Development	
8173	100	Conference-Transportation	600
8173	300	Conference-Registration	150
8173	400	Conference-Other	90
		Total Employee Development	840
		As a % of Revenues	N/A N/A
		Total Staff Costs	15 236
		As a % of Revenues	N/A N/A
		REPAIR & MAINTENANCE	
		R & M Other	
8211	600	R & M-Facilities Other	110
		Total R & M Other	110
		Total Repair & Maintenance	110
		SUPPLIES	
		Food & Beverage Supplies	
		Office Supplies	
8230	200	Office Supplies-Other	132
		Total Office Supplies	132
		Total Supplies	132
		MARKETING, ADVERTISING & PR	
		External Advertising	
8321	100	Ext. Advertising-Media	1 600
8321	400	Ext. Advertising-Other	360
		Total External Advertising	1 960
		Internal Advertising	
8322	100	Int. Advertising-Media	750
		Total Internal Advertising	750
		Total Advertising	2 710
		Public Relations	
8331		External PR	110
8333		Volunteer PR	150
		Total Public Relations	260
		Total Advertising, Marketing & PR	2 970
		PRINTING & DUPLICATING	
		Printing	
8411		External Printing	2 000
8412		Internal Printing	1 496
		Total Printing	3 496
		Duplicating	
8422		Internal Duplication	110
		Total Duplicating	0 110
		Total Printing & Duplicating	0 3 606
		COMMUNICATIONS	
8650		Telephone Rentals	308
8652		Long Distance	275
8653		Fax	110
8654		Courier	110
8655		Postage	55
		Total Communications	858
		LEGAL & PROFESSIONAL	
8721		Professional Fees	530
		Total Legal & Professional	530
		GENERAL OVERHEADS	
8910		Travel	1 100
8920		Publications	500
8921		Associations	200
		Total General Overheads	1 800
		TOTAL EXPENSES	25 242
		TOTAL PROFIT/(LOSS)	(23 622)
		As a % of Revenue	N/A N/A

Capital Purchases

TOTAL PROFIT/(LOSS) AFTER CAPITAL

TERMS OF AGREEMENT

Operating Agreement

Between the Students' Union, University of Alberta (Students' Union) and

The Gateway Student Journalism Society (GSJS)

The parties agree to the following:

1. The Students' Union agrees to the following:

- a) To provide two thousand (2000) square feet of space on the third floor of the Students' Union Building (SUB), as outlined in Schedule 'C', accepted as is, at a total cost to the GSJS of \$ 545 per month beginning in September of 2002, including utilities and custodial services. This sum is to be paid by the last day of each month. Rental rates are subject to change at any time, provided six months notice is granted, and will be based upon changes to custodial and utilities cost.
- b) To collect, on behalf of the GSJS, Students' Union fees as per the 2002 referendum, and forwarding of said fees to the GSJS if those conditions established by the Students' Union in the Students' Union's Bylaws are met.
- c) To transfer to the GSJS those assets specified in Schedule "A" of this agreement, at a total cost to the GSJS of \$22,353. This sum is to be paid in 60 monthly payments of \$ 372.55 to be made before the end of each month, beginning in September of 2002.
- d) Payroll for the GSJS at an initial cost of \$45 per month. This sum is to be paid by the last day of each month in which these services are rendered. This cost will be determined each year by an estimate of costs incurred by the Students' Union in performing agreed to administrative tasks for the GSJS. The GSJS reserves the right to receive these services from a source other than the Students' Union.
- e) To grant to the GSJS non-exclusive license to use the common areas of the building for all reasonable purposes, where "common areas" shall mean all lands, improvements, facilities, utilities, installations, and equipment forming part of the building, other than those parts designated by the Students' Union for leasing to tenants of the building and shall include (but not be limited to) washrooms, stairwells, and loading docks.

2. The Gateway Journalism Society agrees to the following:

- a) To pay \$43,000 to cover a portion of the cost of renovating the space it occupies on the third floor of SUB. This sum is to be paid in 60 monthly payments of

\$716.67 to be made before the last day of each month, beginning in September of 2002.

- b) Not to reassign the space specified in Schedule 'C' without the express written consent of the Students' Union, such consent not to be unreasonably withheld.
- c) To be responsible for all property insurance for all capital assets and furniture owned by the GSJS, in the event of theft, fire, and vandalism.
- d) To carry Liability insurance in an amount not less than \$2,000,000 and Publisher's insurance in an amount not less than \$1,000,000.
- e) To use the space solely for the purpose of producing a newspaper and for other necessarily related activities, and to do so in such a manner as to reflect fairly on the Students' Union and the University of Alberta.
- f) To keep the leased premises in a neat and orderly manner.
- g) To pay the Students' Union a sum of \$229/annum to cover the cost that the Students' Union incurs in insuring the space in which the GSJS operates. This sum is to be paid via a monthly payment of \$19.08/month to be paid by the last day of each month. This sum is subject to change based upon changes to relevant insurance costs for the Students' Union.
- h) To pay the Students' Union a sum of \$ 108 to cover rent incurred from May 14, 2002 to September 1, 2002, as well as the cost of phone, internet, and long distance incurred during this period. This amount must be paid no later than October 31, 2002.
- i) To provide the Students' Union with discounted advertising rates in the Gateway. Fifty percent of the dollar value of this discount, calculated on a monthly basis by the end of each month by subtracting the total money spent by the Students' Union on advertising during the month from the amount that an equivalent amount of advertising would cost an outside party, will be deducted from the amount owed by the GSJS to the Students' Union during the following month.
- j) To follow all relevant Students' Union Operating Policies unless otherwise specified in the Agreement. In the event of a change in Operating Policy, the Students' Union will notify the GSJS in writing.
- k) To not alter the premises or remove fixtures upon termination of the Agreement unless the Students' Union has first consented.

C. Notwithstanding the articles contained herein, the following is understood by both parties:

- a) The term of the lease will be from September 1, 2002 to August 31, 2007. A review of this agreement shall commence June 1, 2007.
- b) The GSJS may terminate this agreement, with the exception of those at any time and for any reason provided it gives six months written notice. In the event that the GSJS terminates this agreement, it shall still be responsible for the cost of the assets in Schedule 'A.'
- c) Any article or portion thereof may be amended with the mutual written consent of both parties.
- d) All rental and lease rates are subject to change provided that the Students' Union provides six months notice and that these changes are based on changes to custodial and utilities costs.
- e) Contravention of any the "Default and Termination" conditions outlined in Schedule 'B' by the GSJS may result in the termination of this agreement by the Students' Union. In this circumstance the GSJS shall receive written notice of termination at least 10 days prior to the termination coming into effect.
- f) Where a dispute arises between the Students' Union and the GSJS under the terms of this agreement and this dispute cannot be settled by agreement between the two aforementioned parties, then such a dispute shall be settled by arbitration by a single arbitrator, if the parties can agree on one, or by three arbitrators if a single arbitrator cannot be agreed upon. In this situation, one arbitrator shall be appointed by the Students' Union, one shall be appointed by the GSJS, and one shall be appointed by the University of Alberta. Otherwise, such proceedings shall be subject to the provisions of the Arbitration Act of the Province of Alberta and amendments thereto, or such other Act or procedure as may have been substituted, the cost of which is to be borne equally by both parties.

For the Students' Union

For the GSJS

Vice President
(Operations and Finance)

Chairperson
(Board of Directors)

Witness

Witness

Signed this _____ day of _____ 2002.

Schedule "A"

The Students' Union, University of Alberta agrees to transfer the following assets to the Gateway Journalism Society:

- One (1) Apple MacIntosh G4 722 desktop computer
- One (1) Apple MacIntosh G4 667 desktop computer
- Three (3) Apple MacIntosh G4 400 desktop computers
- One (1) Apple MacIntosh G4 350 desktop computer
- Three (3) Apple MacIntosh G3 All in One 233 desktop computers
- One (1) Apple MacIntosh G3 Desktop 233 Computer
- One (1) PPC 180 desktop Computer
- Two (2) Sony G420 19" Monitors
- Two (2) Sony G400 19" Monitors
- One (1) Sony E420 19" Monitor
- One (1) Sony 17" Monitor
- One (1) Sony 15" Monitor
- One (1) Apple 20" Monitor
- Three (3) Apple 1705 17" Monitors
- Two (2) Apple 14" Monitors
- One (1) Hewlett Packard Laserjet 5000N Printer
- One (1) Hewlett Packard Deskjet 1220C Printer
- One (1) Hewlett Packard 3c Scanner
- One (1) Canon FS4000 Negative Scanner
- One (1) Astra Flatbed Scanner
- One (1) Nikon FM2 Camera
- One (1) Nikon 80-200 Camera
- Two (2) Pentax Cameras, one of which need not be in good working order
- Various Pentax Lenses
- One (1) Olympus C3040 Zoom Digital Camera
- Two (2) Photographic Enlargers
- One (1) File Server
- One (1) Network Switch
- All sofas, chairs, desks, tables, shelving, books, photographs, and photographic equipment or materials which were located in 0-100 of the Students' Union building as of May 1, 2002

Computer shall be understood to include all necessarily related accessories, such as keyboards, mice, and mouse pads. Unless otherwise specified, all assets shall be in good working order.

Schedule 'B'

DEFAULT AND TERMINATION

The tenancy granted by this lease is expressly subject to the condition that if:

- (i) the Tenant fails to pay the rent or other charges required to be paid by the Tenant hereunder although no formal demand shall have been made therefore; or
- (ii) the Tenant fails to observe, perform or keep any one or more of the covenants, provisions or stipulations to be observed, performed or kept by the Tenant hereunder and if such failure continues for a period of TEN (10) DAYS after notice to the Tenant of such failure,

then, in either or both of such events, the Landlord may re-enter the Demised Premises, and upon such re-entry this Lease shall thenceforth be terminated and of no further force or effect, and no payment or acceptance of rent subsequent to the events of default hereinbefore in this clause cited shall give the Tenant the right to continued occupancy of the Demised Premises, or in any way affect the rights of the Landlord herein, or have the effect of reinstalling this Lease.

The Tenant covenants with the Landlord, and it is a condition of this Lease that:

- (i) If the term hereby granted or any of the goods or chattels on the Demised Premises are at any time repossessed, seized, or taken in execution or attachment by any creditor of the Tenant, whether under bill of sale, chattel mortgage, debenture, conditional sales contract, lien, note, lease of personal property, or consignment contract; or
- (ii) If a writ of execution or replevin order issues against the goods or chattels of the Tenant; or
- (iii) If the Tenant makes any assignment for the benefit of creditors, or becoming bankrupt or insolvent takes the benefit of, or becomes subject to, any statutes that may be in force relating to bankrupt or insolvent debtors; or
- (iv) If the Demised Premises at any time during the lease term becomes vacant in consequence of the abandonment by the Tenant, or the removal of the Tenant by legal process for non-payment of rent, breach of covenant or any other cause; or
- (v) If the Tenant does not, within TEN (10) DAYS after notice in writing from the Landlord, rectify or correct any non-observance or non-performance of all and every of the covenants, provisions, stipulations and conditions contained in this Lease; or

- (vi) In any insurance policy insuring the said building of the Landlord or Tenants of the said building is cancelled or refused to be renewed by reason of the use and occupation of the Demised Premises and open for business as required by this Lease; or
- (vii) If the Tenant fails to move into or take possession of the Demised Premises and open for business as required by this Lease; or
- (viii) If at any time during the term hereof, the Tenant or any other person removes or attempt to remove, without the consent in writing of the Landlord, any goods or chattels from the Demised Premises, save and except in the ordinary course of the Tenant's business, or in the course of replacement or renovations; or
- (ix) In case the Demised Premises are used by any other person or for any other purpose than as herein provided without the written consent of the Landlord, such consent not to be unreasonably withheld,

then and in every such event the Landlord shall be entitled to forthwith re-enter the Demised Premises, and upon such re-entry this Lease shall thenceforth be terminated, and be of no further force and effect, and no payment or acceptance of rent subsequent to the event of default hereinbefore in this clause cited shall give the Tenant the right to continue occupancy of the Demised Premises, or in anyway affect the rights of the Landlord herein, or have the effect of reinstating this Lease.

SURRENDER OF PREMISES ON TERMINATION

Upon the expiration of the Lease or the sooner termination of the term hereby granted, the Tenant covenants to immediately surrender and yield up possession of the Demised Premises in good repair, reasonable wear and tear only expected. The Tenant shall surrender all keys at the place then fixed for payment of rent and shall inform the Landlord of all combinations of locks, safes and vaults, if any, in the Demised Premises. The Tenant shall remove its trade fixtures and the Tenant shall repair any damage to the Demised Premises caused by them.

LANDLORD'S RIGHTS ON RE-ENTRY

The Tenant agrees that in the event the Landlord shall be entitled to re-enter and retake possession of the Demised Premises, it may use such force as it may deem necessary for what purposes and for gaining admittance to the Demised Premises, without being liable in respect thereof or for any loss or damage occasioned thereby. The Tenant hereby expressly releases the Landlord from all actions, proceedings, claims and demands whatsoever for or in respect of any such forcible entry, or loss or damage that may be sustained by the Tenant in respect therewith.

LANDLORD'S RIGHTS ON TERMINATION

Upon the termination of this Lease prior to the expiration of the term by passage of time:

- (i) The Landlord may re-let the Demised Premises or any part thereof;
- (ii) The Tenant shall pay to the Landlord on demand such reasonable expenses as the Landlord may incur in re-letting the Demised Premises, including legal costs, legal fees and real estate fees and commissions, and expenses of keeping the Demised Premises in good order, and of preparing the Demised Premises for re-letting;
- (iii) All rent shall immediately become due and be paid up to the time of such termination; and
- (iv) The Landlord may, at its option, and in addition to any other remedies it may have hereunder, require the Tenant to pay to the Landlord as liquidated damages for default of the Tenant in the observance and performance of its covenants under this Lease, all rent and other payments reserved to be paid and remaining unpaid by the Tenant under this Lease from the date of termination to and including the expiration of the term of this Lease.

LEGAL COSTS

The Tenant agrees to pay to the Landlord as additional rent all legal costs, and legal fees, on a solicitor-client basis lawfully incurred in obtaining possession of the Demised Premises upon the expiration or earlier termination of this Lease or in enforcing any covenant or agreement of the Tenant herein contained.

CUMULATIVE REMEDIES

No reference to or exercise of any specific right or remedy by the Landlord shall prejudice or preclude the Landlord from any other remedy, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the Landlord shall be entitled to commence and maintain an action against the Tenant to collect any rent not paid when due, without exercising the option to terminate this Lease.

NON-WAIVER

Any condonement, excusing or overlooking by either Party of any default, breach or non-observance by the other Party at any time or times in respect of any covenant, proviso or condition herein contained shall not operate as a waiver of the Parties' rights hereunder in respect of any subsequent default, breach or non-observance nor as to defeat or affect in any way the rights of either party.