



CSU LIBRARY SERVICES FUND AGREEMENT made and entered into at Montreal, Province of Quebec, as of January 1, 2020

BETWEEN

CONCORDIA UNIVERSITY, a corporation duly incorporated by the *Concordia University Act*, S.Q. 1948, c. 91 as amended by S.Q. 1959, c. 191 and S.Q. 2006, c. 69, having its head office at 1455 de Maisonneuve Boulevard West, Suite GM-930, Montreal, Quebec, H3G 1M8, (the “**University**”), herein represented by Graham Carr, President, Paul Chesser, Vice-President, Advancement, Andrew Woodall, Dean of Students, Guylaine Beaudry, Vice Provost, Digital Strategy & University Librarian, and Anne Whitelaw, Interim Provost & Vice-President Academic, duly authorized to sign the present agreement on behalf of the University.

AND

CONCORDIA STUDENT UNION, an incorporated student association having its head office at 1455, de Maisonneuve Boulevard West, Suite H-711, Montreal, Quebec, H3G 1M8 (the “**CSU**”), herein represented by Eduardo Malorni, Student Life Coordinator, Celeste-Melize Ferrus, Loyola Coordinator, Hannah Jamet-Lange, CSU Representative, and Esther Morand, CSU Representative duly authorized to sign the present agreement on behalf of the CSU pursuant to a resolution of its Council of Representatives adopted on November 27th, 2019.

WHEREAS the CSU held a referendum (the “Referendum”) on March 27, 28 and 29, 2018 whereupon a majority of votes was obtained in favor of question 1 (see Annex 1), approving contributions by the students to the Concordia University Library Project (the “Library Project”) for a duration of ten (10) years;

WHEREAS the Concordia University Board of Governors approved the collection of the Library Services contribution at its meeting on April 18, 2018 (see Annex 1);

WHEREFORE, the parties agree to enter into this Agreement concerning the use and custody of the above contribution as follows:

Initials: C.F. JB HJK E.M. E.N. SO, SO NY AD W
PC

1. SUPPORT OF THE CSU LIBRARY SERVICES FUND

The Parties hereby agree that the CSU will contribute to the fund to be known as the CSU Library Services Fund (the "Fund") to be held, safeguarded and disbursed by the University in accordance with the terms of this Agreement, which Fund shall be comprised of, and include, the contribution of one dollar (\$1.00) per credit (the "Contributions") by the Concordia University undergraduate students, both present students who voted in support of the Contributions and future students, for the Library Project for a duration of ten (10) years commencing in January 2020, together with any interest accrued thereon from time to time.

2. PURPOSE OF THE FUND

The Fund shall be disbursed to enable the University to pay for the Library Project over a ten (10)-year period beginning in January 2020 for the purposes of providing additional or improved library services and resources at the R. Howard Webster Library (the "Webster Library") and Grey Nuns Reading Room and Group Study Rooms (the "Grey Nuns") situated on the Sir George Williams Campus and at the Vanier Library (the "Vanier Library") situated on the Loyola Campus (the Webster Library, the Grey Nuns and the Vanier Library shall collectively be referred to as the "Library"), including, without limiting the generality of the foregoing, and in compliance with the Referendum as well as with the provisions of the *Règle budgétaire sur l'encadrement des frais institutionnels obligatoires dans les universités* (the "Regulation"), the following:

- (a) twenty-four (24)-hour access to at least one of the libraries during the fall and winter terms;
- (b) laptop and tablet loan services at the Webster Library and Vanier Library;
- (c) availability of course packs and textbooks, for all undergraduate courses, at the Webster Library and Vanier Library reserves;
- (d) improved study spaces and services for undergraduate students at the Library;
- (e) free eTextbook publishing program;
- (f) technology equipment and supplies, including book scanners, in the Library, equipment for the Technology Sandbox at the Webster Library, and a technology program for the Vanier Library;
- (g) program to support student health and wellbeing;
- (h) additional services to be specified by mutual agreement of the parties.

3. TERM

The term of this Agreement shall be ten (10) years commencing in January 2020 from the date of execution hereof. Upon termination of this Agreement, any funds remaining in the Fund which have not been disbursed for the purposes herein described shall be applied in accordance with the written instructions of the CSU, which instructions shall be in compliance with the Regulation.

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4. CUSTODY AND ADMINISTRATION OF THE FUND

The University shall be the administrator of the Fund to collect, hold, safeguard, invest and disburse the Fund strictly and exclusively in accordance with the terms and conditions of this Agreement for the Library Project and without limiting the generality of the foregoing, the University shall:

- 4.1 collect the Contributions in accordance with its tuition and refund policy;
- 4.2 not use or disburse any portion of the Fund for any purpose other than expressly provided in this Agreement and within the terms and conditions of the Regulation;
- 4.3 hold and treat the Fund as a separate fund for accounting purposes and the Fund shall be entered in the University's books and records as the "CSU Library Services Fund";
- 4.4 immediately following the receipt of any funds comprising the Fund until the final disbursement thereof in accordance with the terms of this Agreement, invest the Fund and reinvest any and all interest earned thereon, only in:
 - 4.4.1 investments in securities issued or guaranteed by the Government of Canada or a province thereof, with maturities of not more than 30 days;
 - 4.4.2 term deposits or certificates of deposits with any Canadian chartered bank listed on Schedule 1 of the Bank Act (Canada), with maturities of not more than 30 days; or
 - 4.4.3 if necessary due to timing of disbursements of all or any portion of the Fund, daily interest bearing account(s) with any Canadian chartered bank listed on Schedule 1 of the *Bank Act* (Canada);
- 4.5 comply with all reporting requirements prescribed in the Regulation.

5. LIBRARY SERVICES FUND COMMITTEE

A committee is hereby constituted for the fiscal stewardship of the Fund. This committee shall be called the Library Services Fund Committee (the "Committee"). The Committee shall be comprised of the following:

- Four (4) student representatives to be selected from time to time by the CSU;
- Two (2) Associate University Librarians (or their delegates) appointed by the University Librarian;
- The Manager, Library Budget and Facilities;
- A representative from the University Advancement;
- The University Librarian (as Chair) (or their delegate).

In addition, with the prior approval of the Chair, representatives from Security and other relevant divisions and departments of the University may from time to time be invited to join the Committee as observers.

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The quorum of the Committee is a majority of its members, with at least half of those present (excluding the Chair) being student representatives. A decision of the majority of the members of the Committee present at a meeting, which majority shall include at least two (2) student representatives, shall be binding.

The committee shall meet as often as its responsibilities and functions warrant over the ten (10)-year period of the Library Project, and in any event at least twice per calendar year.

6. ACCOUNTING AND REPORTS

The Chair in collaboration with the Committee shall issue an accounting of the Fund within thirty (30) days of the end of each calendar year consisting of the following:

- (a) the aggregate amount of the Contributions collected during such period;
- (b) details regarding the investments of the Fund during such period;
- (c) the aggregate amount of any interest accrued on the Fund for such period;
- (d) the aggregate amount of the disbursements made by the University from the Fund;

The Chair of the Committee shall also issue an annual progress report with respect to the implementation and achievements of the Fund and Library Project.

The reports shall be made available on the University Library Website and made available to the CSU for distribution for such purposes as it deems advisable in its discretion.

7. AMENDMENT

This Agreement may be amended by the mutual consent of the University and the CSU.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Quebec and the laws of Canada applicable therein.

9. LANGUAGE

The parties have requested that this Agreement be drawn up in the English language only. Les parties ont exigé par la présente que cette entente soit rédigée en anglais seulement.


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AND THE PARTIES HAVE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

CONCORDIA STUDENT UNION



Eduardo Malorni
Student Life Coordinator



Celeste-Melize Ferrus
Loyola Coordinator



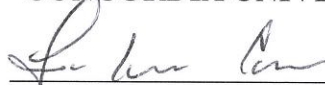
Hannah Jamet-Lange
CSU Representative



Esther Morand
CSU Representative

Date : 12 XII 2019

CONCORDIA UNIVERSITY



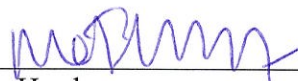
Graham Carr
President, Concordia University



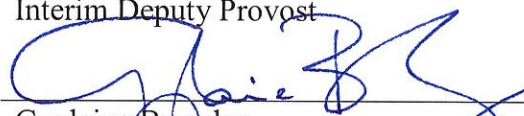
Paul Chesser
Vice-President, Advancement



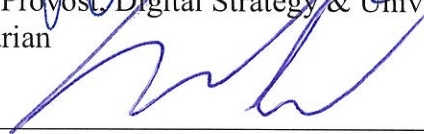
Anne Whitelaw
Interim Provost and
Vice-President Academic



Nadia Hardy
Interim Deputy Provost



Guylaine Beaudry
Vice Provost, Digital Strategy & University
Librarian



Andrew Woodall
Dean of Students

ANNEX 1

CSU Referendum Question from March 27, 28, and 29, 2018:

Do you agree to contribute \$1 per credit to the CSU for the Library Services Fund for the next ten years (2019-2029), in order to maintain and increase existing services funded through the Library Services Fund? The contribution would be collected in accordance with the university's tuition and refund policy.

Election Results Ratified on April 11 2018
Library Services Fund Fee Levy—PASSED

Do you agree to contribute \$1 per credit to the CSU for the Library Services Fund for the next ten years (2019-2029), in order to maintain and increase existing services funded through the Library Services Fund? The contribution would be collected in accordance with the university's tuition and refund policy.

Yes: 724

No: 321

Abstain: 237

Extract from the Minutes of a Meeting of the Board of Governors Held on April 18, 2018

R-2018-2-8 Library Services Fund Project

That the Board of Governors authorize the University to collect a contribution of \$1 per credit from all undergraduate students to support the Library Services Fund Project for ten years (2020-2029), to be implemented with registration for the Winter 2020 (2019/4) term until the end of the Fall 2029 (2029/2) term, in accordance with the University's tuition, refund and withdrawal policy.

Initials:

C.F. B HJC S.W. E.H. Ed. My AJ MV