

## COUNCIL MEMBER CONTRACT

Between

**ATHABASCA UNIVERSITY GRADUATE STUDENTS' ASSOCIATION**

And

**Student Full Name**

This Agreement is entered into as of the 1st day of May, 2018 between The Athabasca University Graduate Students' Association (AUGSA) and Council Member Student Full Name.

### WHEREAS:

- 1) The Council Member has agreed to serve on AUGSA Council (Council).
- 2) AUGSA has chosen to provide The Council Member with remuneration for his or her services.

THE AGREEMENT WITNESSES that the parties have agreed that the terms and conditions of the relationship shall be as follows:

#### 1. Term

1.1 The Council Member's term on Council will run from May 1, 2018 to April 30, 2019.

#### 2. Conditions

2.1 The Council Member will be an actively enrolled student in a Graduate Program at Athabasca University. The Council Member will be elected or appointed as per the bylaws of AUGSA.

2.2 The Council Member agrees that his or her relationship with AUGSA will be governed by the terms and conditions established by the AUGSA bylaws and policies and agrees to comply with the terms of such bylaws and policies as long as they are not inconsistent with any provisions of this agreement. AUGSA undertakes to inform The Council Member of the details of such bylaws and policies and amendments thereto established from time to time.

2.3 AUGSA reserves the right to change The Council Member's reporting relationships, duties, or responsibilities in accordance with its bylaws.

2.4 AUGSA reserves the right to change any of its rules, regulations, or policies at any time, in accordance with its bylaws.

### 3. Office-Specific Terms and Conditions

3.1 This Agreement may be subject to terms and conditions which are specific to the office held by The Council Member. Any such terms and conditions are specified in appendices to this Agreement.

### 4. Communications

4.1 Due to the nature of AUGSA's business, electronic mail and GoToMeeting will be the main methods of communication between The Council Member and the AUGSA Executive and Council.

4.2 Notwithstanding Article 4.1, AUGSA will use additional communication methods, including, but not limited to telephone and text messages.

4.3 The Council Member will respond to all AUGSA communications within three (3) business days, unless The Council Member is on vacation.

### 5. Inventions

5.1 Any and all inventions, discoveries, developments, and innovations conceived by The Council Member during this engagement relative to the duties under this Agreement shall be the exclusive property of AUGSA; and The Council Member hereby assigns all right, title, and interest in the same to AUGSA. Any and all inventions, discoveries, developments and innovations conceived by The Council Member prior to the term of this Agreement and utilized by him or her in rendering duties to AUGSA are hereby licensed to AUGSA for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without The Council Member's prior written approval by AUGSA to a wholly-owned subsidiary of AUGSA.

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**Comment [1]:** 5.1 is omitted in my signing

## 6. Confidentiality

6.1 The Council Member acknowledges and agrees that during the course of this Agreement, he or she will acquire information about certain matters, which are confidential to AUGSA, which confidential information is the exclusive property of AUGSA. The Council Member undertakes to treat confidentially all Confidential Information and not to disclose it to any third party or to use it for any purpose either during the course of this Agreement, except as may be necessary in the proper discharge of The Council Member's duties, or after termination of this Agreement, for any reason, except with the written permission of AUGSA.

6.2 The Council Member acknowledges that AUGSA owns all discoveries, inventions, research and development, formulas and technology (the "Works") that may be developed by The Council Member during the course this Agreement with AUGSA and agrees to waive all moral rights to any such Works, including, but not limited to, the right to the integrity of the Works, the right to be associated with the Works as its author by name or under a pseudonym and the right to remain anonymous.

6.3 All notes, data, tapes, reference items, sketches, drawings, memoranda, records, diskettes and other materials in any way relating to any of the Confidential Information, the Works or AUGSA's business, produced by The Council Member or coming into The Council Member's possession by or through this Agreement with AUGSA, shall belong exclusively to AUGSA and The Council Member agrees to turn over to AUGSA all copies of any such

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**Comment [2]:** This disenfranchises the student and produces a mixed message for an organization designed 'for the student.' A mutual solution that benefits both parties is preferred.

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**Comment [3]:** Remove space

materials in The Council Member's possession or under The Council Member's control, forthwith, at the request of AUGSA or, in the absence of a request, on the termination of his or her agreement with AUGSA.

7. Conflicts of Interest; Non-hire Provision

7.1 The Council Member represents that he or she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between The Council Member and any third party. Further, The Council Member, in rendering his or her duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he or she does not have a proprietary interest. During the term of this agreement, The Council Member shall devote as much of his or her productive time, energy, and abilities to the performance of his or her duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Council Member is expressly free to perform services for other parties while performing services for AUGSA. For a period of six months following any termination, The Council Member shall not, directly or indirectly hire, solicit, or encourage to leave AUGSA's employment, any employee of AUGSA or hire any such employee who has left AUGSA's employment or contractual engagement within one year of such employment or engagement.

8. Injunctive Relief

8.1 For violation by The Council Member of any of the covenants of Clauses 5 and 6 above, The Council Member agrees that AUGSA shall be entitled to obtain an injunction restraining The Council Member there from, or any other order of a Court of competent jurisdiction, without proof of actual or threatened damage to The Council Member.

8.2 The Council Member acknowledges and agrees, without prejudice to any and all other rights of AUGSA, that in the event of The Council Member's violation or attempted violation of any of the covenants contained in Clause 5 or Clause 6 above, an injunction or other like remedy shall be the only effective method to protect AUGSA's rights and property as set out, and that an interim injunction may be granted immediately on the commencement of any suit.

9. Merger

9.1 This Agreement shall not be terminated by the merger or consolidation of AUGSA into or with any other entity.

10. Termination

10.1 The Council Member may resign his or her position and end this Agreement by giving two (2) months written notice. AUGSA may waive the two (2) months' notice period, in whole or in part and if it does so, the Council Member's remuneration pursuant to this Agreement will cease on the date AUGSA waives such notice.

10.2 If AUGSA terminates this agreement for any reason, AUGSA agrees to provide The Council Member two (2) months notice, or two (2) months pay in lieu of notice.

10.3 If The Council Member is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of AUGSA, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, AUGSA at any time may initiate dismissal proceedings against The Council Member in accordance with the AUGSA bylaws.

11. Notices

11.1 Any notice required or permitted to be given to either party will be deemed to be delivered and will be deemed to be received upon on the date of hand delivery or personal delivery to such address as The Council Member shall provide to AUGSA as his or her personal address. Personal delivery shall include delivery by commercial courier. This clause will apply to any notices to change the terms of the Agreement or terminate the Agreement.

12. Release

12.1 The Council Member agrees to waive, personally release, hold harmless and forever discharge any and all claims for damages for personal injury, including death, or property

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damage which its employers may have or which its employers may hereafter accrue, against AUGSA as a result of performance of duties under this agreement.

13. Successors and Assigns

13.1 All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

14. Choice of Law

14.1 This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

15. Headings

15.1 The headings utilized in this agreement are for convenience only and are not to be construed in any way as additions or limitations of the covenants and agreements contained in this agreement.

16. Waiver

16.1 Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

17. Assignment

17.1 The Council Member shall not assign any of his or her rights under this Agreement, or delegate the performance of any of his or her duties hereunder, without the prior written consent of AUGSA.

18. Modification or Amendment

18.1 Any modification of this agreement must be in writing and signed by both The Council

Member and AUGSA or it shall have no effect and shall be void.

19. Entire Understanding

19.1 This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force and effect.

20. Independent Legal Advice

20.1 The Council Member acknowledges and agrees:

- a) That he or she read and understood this agreement;
- b) That he or she has had the opportunity to obtain legal advice about it;

21. That he or she enters into the agreement on the terms and conditions set out in this agreement, including but not limited to, those which deal with the termination of Agreement.

Unenforceability of Provisions

21.1 If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

**APPENDIX TO COUNCIL MEMBER CONTRACT  
TERMS AND CONDITIONS SPECIFIC TO FACULTY REPRESENTATIVES**

22. Disambiguation

22.1 Throughout this Agreement, “The Council Member” and “The Faculty Representative” may be used interchangeably.

23. Duties

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**Comment [4]:** Missing 21 designation and in wrong location – should be above entry 21.

23.1 The Faculty Representative must attend a minimum of one Council meeting per month.

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**Comment [5]:** This immediately disenfranchises students not in the MT Zone – AU is a DE university no a brick an mortar – 23.1 only applies to a non-DE institution.

Need to define attend – as online can be asynchronous and synchronous.

23.2 The Faculty Representative will perform the duties set out for his or her position by the AUGSA bylaws and policies. The Faculty Representative’s duties include, but are not limited to:

- a) Attending and participating in all AUGSA Council meetings;
- b) Responding to AUGSA-related correspondence within three (3) business days;
- c) Actively soliciting feedback and opinions from their constituency;
- d) Communicating information about the AUGSA to their constituency;
- e) Report Council meetings on the performance of these duties;
- f) Ensuring that students in their faculty are represented in partnership with the VP Academic on the University Faculty or Centre Council.
- g) Other duties may be assigned, as needed, by the AUGSA President and/or AUGSA Council.

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**Comment [6]:** See comment 5

#### 24. Remuneration

24.1 In consideration of The Faculty Representative’s performance of the obligations contained within this Agreement, AUGSA will:

- a) Pay to The Faculty Representative an honorarium of up to \$250.00 per month, payable every three months, subject to all required tax withholdings and statutory deductions.
- b) The monthly honorarium will be apportioned as follows: \$100.00 if The Faculty Representative attends at least one Council Meeting in the month, \$100.00 if The Faculty Representative attends at least one Council Committee Meeting in the month, and \$50.00 for maintaining communications. The Honorarium is conditional on the attendance of Council Meetings and Council Committee Meetings by The Faculty Representative. If a Council Meeting or Council Committee Meeting is not held in any particular month, then any Faculty Representative who is expected to attend the



meeting is deemed to have attended the meeting for the purposes of remuneration.

IN WITNESS WHEREOF, the undersigned have executed this Agreement, comprising the following documents:

- Council Member Contract Between AUGSA and The Council Member, and
- Appendix to Council Member Contract – Terms and Conditions Specific to Faculty Representatives;

As of the day and year first written on the Council Member Contract between AUGSA and The Faculty Representative. The parties hereto agree that facsimile signatures shall be as effective as if originals.

\_\_\_\_\_  
SIGNATURE (AUGSA)

\_\_\_\_\_  
SIGNATURE (The Faculty Representative)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE