

**MEMORANDUM OF AGREEMENT** dated 25 November, 2019

*between*

University of Ottawa Students' Union ("UOSU")

*and*

CHUO 89.1 FM – Radio Ottawa Inc. ("CHUO")

**General Provisions**

1. It is understood by the parties that:
  - a. Pursuant to a vote of the UOSU membership, the University of Ottawa ("the University") collects an optional CHUO fee on behalf of the UOSU.
  - b. Effective the Fall 2019 term, the CHUO fee is \$4.99 per full-time student and \$2.61 per part-time student.
  - c. UOSU shall increase the CHUO fee yearly at the rate of inflation.
  - d. The University will continue to collect the CHUO fee at its discretion, and will remit the collected CHUO fees to UOSU in instalments.
2. UOSU shall remit each instalment of the collected CHUO fees to CHUO within fourteen (14) days of receiving it from the University, unless UOSU has chosen to withhold the CHUO fees in accordance with the terms of this Agreement.
3. CHUO acknowledges that the University reserves the right to withhold fees from UOSU, including the CHUO fee. CHUO further acknowledges that UOSU shall not be liable for any withholding of fees by the University, or for any damages incurred by CHUO as a result thereof.
4. UOSU acknowledges that CHUO shall remain fully independent of UOSU. As such, UOSU shall not use the threat of withholding funds from CHUO to influence the content published by CHUO. However, two seats on the CHUO Board of directors will be filled by two members of the UOSU.

**Financial Reporting**

5. It is understood by the parties that the University will hold UOSU responsible for any improper use of the CHUO fees. It is therefore further understood by the parties that UOSU has a legitimate interest in ensuring that CHUO operates in a financially responsible manner.
6. CHUO shall operate in a financially responsible manner.
7. CHUO shall provide UOSU with the following annually by no later than 30 September:
  - a. the audited financial statements for the most recently concluded fiscal year;
  - b. the annual budget most recently approved by CHUO Board of Directors or equivalent authority ("CHUO Board"); and
  - c. the current composition of CHUO Board.

8. CHUO shall, at the request of the UOSU Executive Committee, present a report detailing its activities and operations to the UOSU Board of Directors ("the UOSU Board"), provided that said request is sent to CHUO no less than thirty (30) days prior to the meeting of the UOSU Board at which the report is to be presented.
9. CHUO shall be entitled to receive from UOSU a list of all students who have paid the CHUO fee for the current term. The UOSU shall provide said list to CHUO no more than sixty (60) days after the beginning of the term in question. The list shall remain the property of UOSU, and shall be kept completely confidential by CHUO. CHUO shall use the list only for the purpose of identifying those students entitled to receive services from CHUO.
10. If the University does not provide UOSU with a list of the students who have paid the fee, section 9 of this document shall not apply.

#### **Withholding of Fees**

11. UOSU reserves the right to withhold the CHUO fees from CHUO exclusively in response to any violation of this Agreement by CHUO, and for no other reason.
12. UOSU may withhold fees by sending to CHUO a notice of intent to withhold fees ("the notice"). The notice shall both describe the violation of this Agreement to which UOSU is responding and propose a remedy for said violation.
13. Upon receiving the notice, CHUO shall take the remedial action proposed by UOSU.
14. Should CHUO take the proposed remedial action, UOSU shall remit all withheld fees immediately.
15. All withheld fees shall be held in trust by UOSU, and shall not accumulate interest.

#### **Other Agreements**

16. This Agreement terminates and supersedes all previous agreements between UOSU and CHUO, written or otherwise.

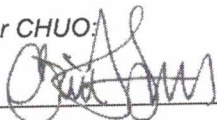
#### **Termination and Renewal**

17. The initial term of this Agreement shall end on 31 August 2024, at which point the Agreement shall automatically renew for a second term of five (5) years, unless one party serves the other with notice of termination prior to 1 January 2024. If notice of termination is so served, the Agreement shall terminate at the end of the initial term.
18. CHUO acknowledges that, should this Agreement be terminated by CHUO, UOSU may withhold the CHUO fees from CHUO until a new agreement has been signed.

For UOSU:

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For CHUO:



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*SSAM*

Samuel Schroeder, Advocacy Commissioner

DATE: 2019/11/25

*[Signature]*

Rony Fotsing, Operations Commissioner

DATE: 2019/11/27

Erin Flynn, Station manager

DATE: Nov 25 2019