

1. CALL TO ORDER

Call to Order – 12 PM

2. TERRITORIAL ACKNOWLEDGMENT

We acknowledge that this meeting is being conducted on the unceded territories of the Coast Salish peoples; which, to the current knowledge of the Society include the Squamish, Musqueam, Stó:lo, and Tsleil-Waututh people.

3. ROLL CALL OF ATTENDANCE

3.1 Committee Composition

President (*Chair*) Hangue Kim
VP External Relations Prab Bassi
VP Finance Baljinder Bains
VP Student Life Alam Khehra
VP Student Services Jimmy Dhesa
VP University Relations Erwin Kwok

3.2 Guests

Faculty Representative (Business) Gini Kuo
Faculty Representative (Arts & Social Sciences) Jackson Freedman

3.3 Regrets

VP Student Life Alam Khehra
VP Student Services Jimmy Dhesa

4. RATIFICATION OF REGRETS

4.1 MOTION EXECUTIVE 2018-03-03:01

Baljinder/Prab

Be it resolved to ratify regrets from Alam Khehra (vacation).

CARRIED

5. ADOPTION OF THE AGENDA

5.1 MOTION EXECUTIVE 2018-03-03:02

Baljinder/Prab

Be it resolved to adopt the agenda as presented.

CARRIED

6. NEW BUSINESS

6.1 Keep.Me SAFE Mental Health – MOTION EXECUTIVE 2018-03-03:03

Baljinder/Prab

Be it resolved to approve the collaboration agreement between SFU and the SFSS for the keep.me SAFE mental health student support pilot program.

CARRIED

7. ADJOURNMENT

MOTION EXECUTIVE 2018-03-03:04

Prab/Baljinder

Be it resolved to adjourn the meeting at 12:35 PM.

CARRIED

COLLABORATION AGREEMENT

This Agreement dated for reference the ____ day of _____, 2018,

BETWEEN:

SIMON FRASER UNIVERSITY, having an address at
8888 University Drive, Burnaby, B.C. Canada V5A 1S6

(“SFU”)

AND:

SIMON FRASER STUDENT SOCIETY, having an address at
Maggie Benston Centre 2242; 8888 University Drive, Burnaby, B.C. Canada V5A 1S6

(“SFSS”)

WHEREAS:

- A. The SFSS wishes to work together with SFU in connection with the implementation and operation of the keep.me SAFE mental health student support pilot Program (the “**Program**”); and
- B. The parties wish to document their respective obligations and responsibilities with respect to the Program, all as further set forth below;

NOW THEREFORE in consideration of the premises and the covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties covenant and agree as follows:

1. Term

This Agreement is effective from the date of last signature to August 1, 2020 (the “**Term**”), unless sooner terminated as provided herein. The term of the Program will be from May 1, 2018 to August 31, 2020.

2. SFU’s Obligations

SFU shall:

- (a) enter into an agreement with Travel Healthcare Insurance Solutions Inc. (“**THISI**”) for the delivery of the Program for SFU Students commencing August 1, 2018;
- (b) deliver the Program, which includes but is not limited to the provision of mental health services provided through THISI, staff time and supporting materials;

- (c) include the SFSS logo on any publicly available marketing materials developed for the Program (including advertisements, posters, banners, , pamphlets, websites and social media channels);
- (d) not accept any cash or in-kind gifts (eg. Hockey tickets) offered by THISI during the term of this Agreement;
- (e) establish a project advisory committee including one SFSS staff representative and one SFSS student representative. Committee meeting schedules and updates to be mutually agreed upon; and
- (f) collaboratively develop a draft Program implementation plan by May 31, 2018 to address the Program implementation needs of THISI.

SFSS's Obligations

The SFSS shall, as and when required:

- (g) actively, through its representation on the project advisory committee, participate in and contribute to the planning, and evaluation of all or any portion of the Program; market the Program at its events and to its members and mailing lists;
- (h) provide its logo to SFU for inclusion on any marketing materials developed for the Program and for use on the Program website and hereby grants to SFU for the Term of this Agreement and any extension or renewal thereof, a non-exclusive, non-transferable license to use and display the SFSS's name and any related trademarks or logos, as may be contained within any materials provided by the SFSS to SFU pursuant to the terms of this Agreement;
- (i) provide a link to the Program website from a logical location on the SFSS's website; and
- (e) not accept any cash or in-kind gifts (eg. Hockey tickets) offered by THISI during the term of this Agreement.

3. Cost Sharing

SFU shall pay the THISI fee of \$285,000 plus tax for mental health services delivered under the Program. The SFSS shall pay to SFU \$75,000 as a contribution to the cost of delivering the Program (the "SFSS Contribution"). SFU shall deliver to the SFSS, on or before May 1, 2018, an invoice setting out the SFSS's Contribution. The SFSS shall pay the invoice within 30 days of receipt. The SFSS's financial contribution for support of the Program will not extend beyond support of the two-year Program. If the Program evaluation is successful, SFU will seek to secure continued funding for the delivery of mental health services.

4. Indemnity

Each Party hereby agrees to indemnify, defend and hold harmless the other and its respective governors, directors, officers, employees, contractors and agents (collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, actions, causes of action, damages, losses, deficiencies, costs (including reasonable legal costs on a solicitor and own client basis), expenses and liabilities whatsoever (collectively, the “**Damages**”) that any of the Indemnified Parties may sustain, incur, suffer or be put to at any time or times, which are based upon, arise out of or occur, directly or indirectly, in connection with any:

(a) (a) **negligence or willful misconduct of either Party or any director, officer, employee, contractor or agent of the respective Party; and**

(b) (b) **breach by either Party of any term or condition of this Agreement;**

save and except to the extent such Damages are caused by the negligence or willful misconduct of any of the Indemnified Parties or a breach of any term or condition of this Agreement by either of the indemnified Parties. This provision will survive the expiry or sooner termination of this Agreement.

5. Dispute Resolution

Both during and after the performance of their obligations under this Agreement, each of SFU and the SFSS shall:

- (a) make *bona fide* efforts to resolve any disputes arising between them by amicable negotiations and provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations;
- (b) use its best efforts to conduct any dispute resolution procedures herein as efficiently and cost effectively as possible; and
- (c) attempt to resolve all disputes arising out of or relating to this Agreement, or in respect of any legal relationship associated with it or from it, by mediated negotiation with the assistance of a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its Commercial Mediation Rules.

If a dispute cannot be settled within 30 days after a mediator has been appointed, or such other period as agreed to in writing by the parties, the dispute will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre, pursuant to its Rules. In the absence of any written agreement otherwise, the place of arbitration will be Vancouver, British Columbia.

6. Intellectual Property

- (a) For the purposes of this Agreement, the term “Intellectual Property” means property that results from intellectual or artistic activity, created by a person in a scholarly, professional or student capacity, that can be owned by a person. Specifically, this includes inventions, publications (including scholarly publications), educational materials, computer software, works of art, industrial and artistic designs, as well as other intellectual property rights (creations) that can be protected under relevant legislation including, but not limited to patent, copyright or trade-mark, integrated topography, industrial design laws, and/or through a trade secret.

- (b) Ownership of any Intellectual Property resulting from the Program will be owned by SFU as per normal SFU policy, unless otherwise agreed to in writing by the parties (e.g. opportunities that have potential monetary value). Opportunities for IP will be brought to the Advisory Committee for discussion immediately.

7. Confidentiality

Each party agrees to keep the financial details of this Agreement in strict confidence and will not, without the other party's prior written consent, disclose any of the financial details of this Agreement to any third party, except to any director, officer, employee, agent, lawyer, accountant or other professional advisor who requires the financial details of this Agreement in connection with the performance of professional duties.

8. Termination

Each party reserves the right to terminate this Agreement following the dispute resolution process outlined in section 5 with not less than 90 days' prior written notice. Upon termination, SFU may, in its sole discretion, continue to operate the Program in whole or in part, with or without the participation or further involvement of the Collaborating Party. If the Program is terminated the Collaborating Party will receive a pro-rated refund of its contribution. The refund will be pro-rated, based on the amount of time left in the agreement. The Collaborating Party would be consulted on any decisions related to cancellation.

9. Notice

Any notice or other document required or permitted to be given by either party to the other must be in writing and will be deemed to have been given if delivered by hand, courier or facsimile to the party to whom it is to be given as follows:

if to SFU: Simon Fraser University
Health and Counselling Services
8888 University Drive
Burnaby, BC V5A 1S6

e-mail: mfm@sfu.ca
Attention: Martin Mroz

if to Collaborating **Simon Fraser Student Society**
Party: **MBC 2242, 8888 University Drive**

e-mail: ceo@sfss.ca
Attention: Martin Wyant

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been given on the day of delivery. Any such notice shall be deemed to have been received if delivered by hand or courier, when delivered, and if sent by facsimile, on the next business day following the date of confirmed transmission.

10. Force Majeure

If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond the reasonable control of a party, other than normal weather conditions, such party is delayed in performing any of the party's obligations under this Agreement, except for the payment of funds, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as:

- (a) the delayed party gives prior written notice to the other party within 14 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of the delayed party's obligation; and
- (b) the delayed party diligently attempts to remove the delay.

11. Miscellaneous

- (a) Relationship. Nothing contained herein will be deemed or construed to create between the parties hereto a joint venture or agency, partnership or employment relationship. Neither party shall have the power or right to bind or obligate the other party, nor shall either party hold itself out as having such authority.
- (b) Severability. Each provision of this Agreement is intended to be severable and if any provision is illegal, invalid or unenforceable, such illegality, unenforceability or invalidity shall not affect the validity of this Agreement or the remaining provisions.
- (c) Time. Time is of the essence in this Agreement.
- (d) Amendments. This Agreement may not be modified or amended in whole or in part, unless such an amendment is in writing and executed by both parties.
- (e) Assignment. No party shall be entitled to assign the benefit of any of its rights and interests under this Agreement, in whole or in part, without the prior written consent of the other party.
- (f) Binding Effect. This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties, as applicable.
- (g) Waiver. No party is to be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing, and any such written waiver will apply only to the matter so waived and not to any additional, continuing or subsequent matter of the same or different kind.
- (h) Entire Agreement. Except as otherwise agreed in writing by the parties, this Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all previous expectations, understandings, communications, representations and agreements with respect to the subject matter of this Agreement, whether verbal or written.
- (i) Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Each

party expressly submits to the exclusive jurisdiction of the courts of British Columbia and all courts competent to hear appeals therefrom.

- (j) Counterparts and Electronic Transmission. This Agreement may be executed in counterparts each of which will be deemed to be an original and both of which together will constitute one and the same agreement. A counterpart signed by a party and transmitted by facsimile or electronically in PDF format will have the same effect as a counterpart originally signed by such party.
- (k) Effective Date. This Agreement will become effective when all the parties have signed it.

Each party is signing this Agreement on the date stated opposite that party's signature.

SIMON FRASER UNIVERSITY, by its authorized signatory:

Name: Martin Mroz
Title: Director, Health and Counselling Services

Date

SIMON FRASER STUDENT SOCIETY, by its authorized signatories:

Name: Hangu Kim
Title: President

Date