Association étudiante de l'Université McGill
Students' Society of McGill University

Située sur les territoires traditionnels des collectivités Haudenosaunee et Anishinaabe.
Located on Haudenosaunee and Anishinaabe, traditional territories.

ssmu.ca | 3501 rue Peel, Montréal, QC, H3A 1W7

AÉUM
SSMU

Memorandum of Agreement

This Memorandum of Agreement ("MOA") is entered into on _____ between:

PARTY A

Organization Name: _____

Representative Name: _____

Position: _____

Email: _____

PARTY B

Organization Name: _____

Representative Name: _____

Position: _____

Email: _____

Additional Parties:

_____

_____

_____

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1. Purpose

The purpose of this MOA is to establish the responsibilities, expectations, and financial arrangements between the participating student groups for the planning and delivery of the following event or activity:

Event Name: _____

Event Date(s): _____

Event Location: _____

Description of Event: _____

_____

_____

2. Term

This MOA shall take effect on _____ and shall remain in force until all obligations arising from the event or activity have been completed on _____.

3. Responsibilities

The participating groups agree to the following division of responsibilities:

Party A Responsibilities:

☐ Event Planning ☐ Venue Coordination ☐ Marketing & Promotion ☐ Volunteer Management	☐ Sponsorship Coordination ☐ Ticketing ☐ Financial Administration ☐ Other: _____

Details:

Party B Responsibilities:

☐ Event Planning ☐ Venue Coordination ☐ Marketing & Promotion ☐ Volunteer Management	☐ Sponsorship Coordination ☐ Ticketing ☐ Financial Administration ☐ Other: _____

Details:

Additional Responsibilities:

4. Financial arrangements

Estimated Event Budget	$	
Expense Responsibilities The participating groups agree to contribute toward event expenses as follows:		
Party A	**Party B**	**Additional Parties**

Revenue Collection
The following party will collect and administer all event revenue:

- ☐ Revenue sources may include:
- ☐ Ticket Sales
- ☐ Sponsorship Revenue
- ☐ Merchandise Sales
- ☐ Other: _____

5. Profit and Loss Sharing

Net profit shall be distributed as follows:

☐ Equal distribution among participating groups	
☐ Custom distribution:	Party A % Party B % Other Parties %

If the event operates at **a deficit**, the participating groups agree to assume responsibility as follows:

☐ Equal sharing of losses	
☐ Custom distribution:	Party A % Party B % Other Parties %

6. Compliance

The participating groups agree to comply with all applicable university policies and regulations, SSMU Governing Documents and procedures where applicable, and all municipal, provincial, and federal laws governing the planning and delivery of the event. The participating groups further acknowledge their responsibility to obtain and maintain any approvals, permits, licenses, or authorizations required for the event and to ensure that all event activities are conducted in accordance with such requirements.

7. Communication

The participating groups agree to maintain regular communication throughout the planning and execution of the event.

Primary Contacts:

	Party A	**Party B**
Name:		
Email:		

Primary Contacts:

Party A:

Name: _____

Email: _____

Party B:

Name: _____

Email: _____

For events involving SSMU-affiliated groups, all communications relating to event declarations, University Centre reservations, Gerts Bar reservations, the administration of this MOA, and any other event-related matters shall be directed through the appropriate SSMU staff member responsible for the event type. Communications regarding external events shall be directed through the External Events Coordinator, communications regarding University Centre events shall be directed through the Internal Events Specialist, and communications regarding Gerts Bar events shall be directed through the Gerts Bar Manager.
The designated SSMU staff member shall coordinate communications with the appropriate SSMU representatives, departments, and signing authorities as required. Participating groups shall not contact SSMU signing officers or other SSMU departments directly regarding matters related to the event or this MOA unless expressly instructed to do so by the designated SSMU staff member.

8. Cancellation and Withdrawal

Should a participating group wish to withdraw from the collaboration, written notice must be provided to all participating parties as soon as reasonably possible, with a copy to the designated SSMU staff member. Any financial obligations incurred prior to withdrawal remain the responsibility of the

withdrawing party as outlined in this MOA unless otherwise agreed to in writing by all parties. If the event is cancelled, the participating groups agree to address any outstanding expenses and liabilities according to the financial arrangements outlined in Sections 4 and 5.

9. Dispute Resolution

The participating groups agree to make reasonable efforts to resolve disputes through discussion and mutual agreement. Should a mutual agreement not be possible, the designated SSMU staff member shall make the final decision. Any amendments to this MOA must be agreed to in writing by all participating parties.

10. Intellectual Property

Any intellectual property, including promotional materials, graphics, publications, recordings, photographs, or other materials created by the participating groups for the purposes of the event (whether created jointly or individually) shall be jointly owned by the participating groups unless otherwise agreed to in writing. Pre-existing intellectual property remains the property of the group that originally owned or created it.

11. Assignment

No participating group may assign, transfer, or delegate its responsibilities under this MOA to another organization or individual without the prior written consent of the other participating groups.

12. Confidentiality

The participating groups agree to maintain the confidentiality of any non-public financial, operational, or personal information shared for the purposes of planning and delivering the event, except where disclosure is required by law, SSMU Governing Documents, or university policy.

13. Indemnity

Each participating group shall be responsible for its own actions, omissions, volunteers, members, and representatives. To the extent permitted by law, each participating group agrees to indemnify and hold

harmless the other participating groups and SSMU from claims, damages, losses, or expenses arising from its own negligent acts, wilful misconduct, or failure to comply with applicable laws, SSMU Governing Documents, university policies, or the terms of this MOA.

14. Financial Reconciliation

Where one participating group collects revenue or makes payments on behalf of the collaboration, that group shall provide a financial reconciliation to the other participating groups within thirty (30) days following the event. The reconciliation shall include all event revenues, expenses, supporting documentation, and the calculation of any profit or loss distribution required under this MOA.
Each participating group remains solely responsible for its agreed-upon share of event expenses, liabilities, deficits, reimbursements, and other financial obligations as outlined in this MOA. The Students' Society of McGill University, where applicable, acts solely as the legal entity for SSMU-affiliated groups and shall not be responsible for funding, subsidizing, reimbursing, covering, or assuming any costs, losses, debts, liabilities, or financial obligations arising from the collaboration unless expressly agreed to in writing by SSMU.

15. Entire Agreement

This MOA represents the entire understanding between the participating groups regarding the event or activity described herein and supersedes any prior verbal discussions relating to the collaboration.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein, excluding any such laws or choice of law rules that might direct the application of the laws of another jurisdiction. The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts located in the judicial district of Montreal, Quebec, with respect to any dispute arising out of or in connection with this Agreement.

12. Language

The parties acknowledge that they have expressly requested that this Agreement and all related documents be drafted in English. Les parties aux présentes ont expressément demandé que cette

entente et tous les documents qui s'y rattachent soient rédigés en anglais. A French version may be made available upon request.

AGREED AND ACCEPTED as of the Effective Date.

STUDENTS' SOCIETY OF MCGILL UNIVERSITY

_____ _____

Name:
Title:
Email:

Date

_____ _____

Name: Melissa Proietti
Title: General Manager
Email:gm@ssmu.ca

Date

_____ _____

Name: Jason Wang
Title: VP Finance
Email: finance@ssmu.ca

Date

PARTY A

_____ _____

Name:
Title:
Email:

Date

PARTY B

_____ _____

Name:
Title:
Email:

Date

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ADDITIONAL PARTY

_____ _____

Name: **Date**
Title:
Email: