

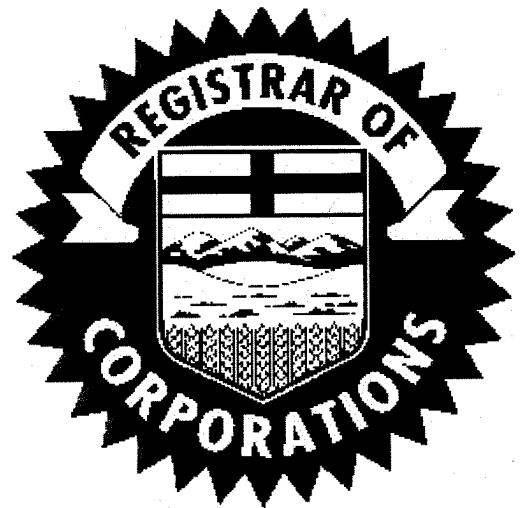
CORPORATE ACCESS NUMBER: 5018879493

**Government
of Alberta ■**

SOCIETIES ACT

**CERTIFICATE
OF
INCORPORATION**

**ALBERTA GRADUATE PROVINCIAL ADVOCACY COUNCIL
WAS INCORPORATED IN ALBERTA ON 2015/03/10.**



INCORPORATE SOCIETY - Registration Statement

Alberta Registration Date: 2015/03/10

Corporate Access Number: 5018879493

Service Request Number: 23073441
Society Name Type: Named Society Name
Society Name: ALBERTA GRADUATE PROVINCIAL ADVOCACY
COUNCIL

REGISTERED ADDRESS

Street: 1-49 TRIFFO HALL, UNIVERSITY OF ALBERTA
Legal Description:
City: EDMONTON
Province: ALBERTA
Postal Code: T6G 2E1

RECORDS ADDRESS

Street:
Legal Description:
City:
Province:
Postal Code:

ADDRESS FOR SERVICE BY MAIL

Post Office Box:
City:
Province:
Postal Code:
Internet Mail ID:

Fiscal Year End: 08/31
**CAN of Entity Providing
Undertaking:**
Undertaking Date:

Future Dating Required:
Registration Date: 2015/03/10

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Notice of Address	10000307121018582	2015/03/10
Nuans	10000607121018585	2015/03/10
Bylaws	10000907121018584	2015/03/10
Application	10000107121018583	2015/03/10

Registration Authorized By: MEGAN CALDWELL
AGENT OF SOCIETY

This information is being collected for the purposes of corporate registry records in accordance with the *Societies Act*. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for the Alberta Government, Box 3140, Edmonton, Alberta T5J 2G7, 780-427-7013.

Corporate Access Number:	
Name of Society: <u>Alberta Graduate Provincial Advocacy Council (ab-GPAC)</u>	
Address of Registered Office (Street Address): <u>1-49 Triffo Hall, University of Alberta, Edmonton, AB</u>	Postal Code: <u>T6G 2E1</u>
OR	
Legal Land Description	
Address for Service by Mail, if different from Address of Register Office: (Post Office Box)	

I, Megan Caldwell, certify that the information I have provided is true and correct to the best of my knowledge and that I am authorized to file this form on behalf of the Society.
(Authorized Representative)

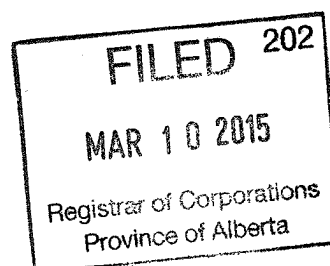
Dated this 4 day of March, 20 15.

780-492-2175
Telephone Number:

Employee of a Member
Relationship to Society:

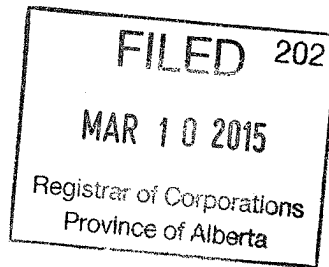
Megan Caldwell
Name of Authorized Representative (print name):

[Signature]
Signature



ALBERTA

**CONSUMER AND
CORPORATE AFFAIRS
CORPORATE REGISTRY**



**THE SOCIETIES ACT
APPLICATION**

We, the undersigned, hereby declare that we desire to form a society under *The Societies Act*, R.S.A., 2000 c. S-14 and that:

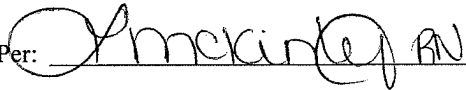
1. The name of the Society is: **Alberta Graduate Provincial Advocacy Council** (the "Society").
2. The objects of the Society are:
 - (a) To advocate for issues to the Province of Alberta respecting graduate students enrolled in graduate studies in Alberta universities;
 - (b) To advocate for issues to the Province of Alberta respecting the Society's Members;
 - (c) To advocate for issues to the Government of Canada respecting graduate students enrolled in graduate studies in Alberta universities;
 - (d) To advocate for issues to the Government of Canada respecting the Society's Members;
 - (e) To advocate for issues to municipalities in the Province of Alberta respecting graduate students enrolled in graduate studies in Alberta universities;
 - (f) To advocate for issues to municipalities in the Province of Alberta respecting the Society's Members;
 - (g) To advocate for issues to other entities respecting graduate students enrolled in graduate studies in Alberta universities;
 - (h) To advocate for issues other entities in the Province of Alberta respecting the Society's Members;
 - (i) To provide such other general advocacy services for its Members that the Society feel is prudent and necessary to provide, from time to time;
 - (j) To provide such other general advocacy services for graduate students enrolled in graduate studies in Alberta universities that the Society feels is prudent and necessary to provide, from time to time;
 - (k) To promote open communication amongst the stakeholders and residents within the community respecting matters that are relevant to the Society's members;
 - (l) To promote open communication amongst the stakeholders and residents within the community respecting matters that are relevant to graduate students enrolled in Alberta universities;
 - (m) To provide a forum through which each Member of the Society may be kept informed about the provision of indoor and outdoor recreational and athletic activities and programs within the community, new developments and opportunities for future indoor and outdoor recreational and athletic activities and programs within the community, and other issues that may affect community recreational facilities specifically, and the community-at-large generally;
 - (n) To promote and facilitate the advancement of its Members;
 - (o) To encourage the optimization of resources available to its Members;

- (p) To promote and encourage cooperation and collaboration among its Members;
- (q) To promote and assist companies, associations, non-profit organizations, trusts, funds, syndicates and partnerships of all kinds, including the benefiting of charities, good works and benevolent objects;
- (r) To promote and encourage public interest in the activities of the Society;
- (s) To solicit, receive, acquire and hold donations, gifts, grants devises and bequests for the objects of the Society;
- (t) To carry on and promote activities which contribute to the economic, benefit of its Members and others, including, but not limited to, members of the general public;
- (u) To employ any individual, firm or corporation to manage, administer and operate, in whole or in part, the affairs of the Society;
- (v) To obtain, hold and maintain any required permits, licenses or consents;
- (w) To provide and manage facilities for meetings of the members of the Society and other activities or events related to the activities of the Society;
- (x) To promote and facilitate the provision of services to members and others which are beneficial to the general public, or a portion thereof;
- (y) To obtain membership in any association or other organization having objects the same as or similar to that of the Society;
- (z) To print, publish, sell and otherwise deal in books, magazines, periodicals, printed matter generally and electronic media;
- (aa) To import, export or manufacture, buy, sell and deal in goods, wares and merchandise of any nature whatsoever to further the Society's other objects;
- (bb) To borrow or raise or secure the payment of money in such a manner as the Society shall think fit;
- (cc) To enter into any partnership or enter into any arrangement for sharing of profits, union of interests, cooperation, joint venture, reciprocal concession or otherwise with any person carrying on or engaged in or about to carry on while engaged in any business or transaction which the Society is authorized to carry on or engage in, or any business or transaction capable of being conducted so as, directly or indirectly, to benefit the Society;
- (dd) To enter into any arrangements with any government or governments or authorities (municipal, local, or otherwise) that may seem conducive to the Society's objects or any of them, and to obtain from any such government or authority any rights, privileges, and concessions which the Society may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges and concessions;
- (ee) To do all such other things which can, in the opinion of the Directors, be advantageously carried on by the Society incidental, ancillary, supplementary or in furtherance of the foregoing acts and objects of the Society;
- (ff) To carry out all or any of the objects of the Society and do all or any of the above things as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others;

- (gg) To acquire, hold, lease and deal in real estate and personal property;
- (hh) To carry on any activity capable of being conveniently carried on in connection with the objectives of the Society;
- (ii) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Society; and
- (jj) To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Society.

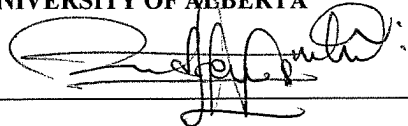
DATED this 3 day of February, 2014 2015

**THE GRADUATE STUDENTS ASSOCIATION
OF ATHABASCA UNIVERSITY**

Per: 

Address (including postal code)
10818 Jasper Ave
Edmonton, AB
T5J 0B7

**THE GRADUATE STUDENTS ASSOCIATION
OF UNIVERSITY OF ALBERTA**

Per: 

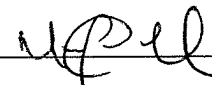
Address (including postal code)
1-37 Triffo Hall
Killam Centre for Advanced
Studies, University of Alberta
Edmonton AB T6G 2E1

**THE GRADUATE STUDENTS ASSOCIATION
OF UNIVERSITY OF CALGARY**

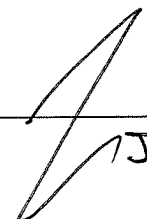
Per: 

Address (including postal code)
214 MLT
2500 University Drive NW
T2N 1N4
Calgary, AB

**THE GRADUATE STUDENTS ASSOCIATION
OF UNIVERSITY OF LETHBRIDGE**

Per: 

Address (including postal code)
4401 UNIVERSITY DR.
MARKIN HALL 2041
LETHBRIDGE, AB
T1K 3M4


John C. McDonnell

Address (including postal code)
2200, 10155-102 St
Edmonton, AB
T5J 4G8

WITNESS to signature of **THE GRADUATE
STUDENTS ASSOCIATION OF ATHABASCA
UNIVERSITY**

Signature: Richard Dutchyshen

Address of Witness (including postal code)

2350 Mc LURG CRES
REGINA, SASKATCHEWAN
S4V 2N2

Print Name of Witness: Richard Dutchyshen

**THE GRADUATE STUDENTS ASSOCIATION
OF UNIVERSITY OF ALBERTA**

Signature: [Signature]

Address of Witness (including postal code)

1-37 Tripple Hall
Killam Centre for Advanced Studies
University of Alberta
Edmonton AB, T6G 2E1

Print Name of Witness: Susan Cake

WITNESS to signature of **THE GRADUATE
STUDENTS ASSOCIATION OF UNIVERSITY
OF CALGARY**

Signature: [Signature]

Address of Witness (including postal code)

214 MLT, 2500 UNIVERSITY DRIVE NW
T2N 1N4, CALGARY, AB

Print Name of Witness: KATHERINE LIDGREN

**THE GRADUATE STUDENTS ASSOCIATION
OF UNIVERSITY OF LETHBRIDGE**

Signature: [Signature]

Address of Witness (including postal code)

4401 University Drive
Markin Hall Room 2041
Lethbridge AB
T1K 3M4

Print Name of Witness: Kara Tarnava

WITNESS to signature of Dyn McDermott

Signature: [Signature]

Address of Witness (including postal code)

2200 1455 102st
Edmonton AB
T5J 4G8

Print Name of Witness:

**JILL L.A. SHEWARD
BARRISTER & SOLICITOR**

**ALBERTA GRADUATE PROVINCIAL ADVOCACY COUNCIL
BYLAWS**

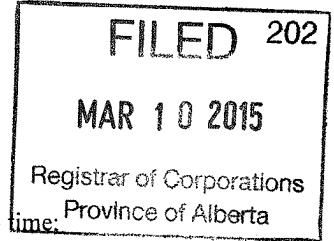
ARTICLE 1 - NAME OF SOCIETY

- 1.1 The name of the Society shall be "Alberta Graduate Provincial Advocacy Council".

ARTICLE 2 - INTERPRETATION

- 2.1 In these Bylaws, so far as the context does not otherwise require:

- (a) "**Act**" means the *Societies Act*, RSA 2000, c. S-14, as amended from time to time;
- (b) "**Annual General Meeting**" means that meeting of the Members to be held as set forth in Article 5.1 hereof;
- (c) "**Application**" means that application filed with the Alberta Corporate Registrar which sets forth the objects of the Society;
- (d) "**Board**" means Board of Directors of the Society;
- (e) "**Business Day**" means a day other than a Saturday, Sunday or statutory holiday in the Province of Alberta;
- (f) "**Bylaws**" means the Bylaws of the Society;
- (g) "**CARI Institution**" means any university pursuant to the *Post-Secondary Learning Act*, S.A. 2003, c.P-19.5 that is recognized as a comprehensive academic and research intensive institution by the Minister of Innovation and Advanced Education or any successor thereto;
- (h) "**Chair**" means that Director appointed as the Chair under these Bylaws;
- (i) "**Conflict of Interest**" means a situation where an individual or Member is involved in multiple interests, one of which could possibly corrupt the motivation of that individual or Member.
- (j) "**Directors**" means the Directors of the Society appointed from time to time and a "Director" means one of them;
- (k) "**Members**" means those members of the Society from time to time;
- (l) "**Ordinary Resolution**" means:
 - (i) a resolution passed at a general meeting of the Society by a simple majority of the votes cast by those Members entitled to vote at the general meeting; or
 - (ii) a resolution that has been submitted to the Members and consented to in writing by no less than all of the Members, in person or by proxy, who would have been entitled to vote on it;
- (m) "**Other Provincial Advocacy Group**" means another group or society in Alberta whose object is to advocate or lobby on Advanced Education;
- (n) "**PSLA**" means *Post-Secondary Learning Act*, S.A. 2003, c.P-19.5.
- (o) "**Secretary**" means that Director appointed as the Secretary under these Bylaws;



- (p) "Society" means the Alberta Graduate Provincial Advocacy Council;
- (q) "Special Resolution" means:
 - (i) a resolution passed
 - (A) at a general meeting of which not less than 21 days' notice specifying the intention to propose the resolution has been duly given, and
 - (B) by the vote of not less than 100% of those members who, if entitled to do so, vote in person or by proxy; or
 - (ii) a resolution proposed and passed as a special resolution at a general meeting of which less than 21 days' notice has been given, if all the members entitled to attend and vote at the general meeting so agree;
- (r) "Treasurer" means that Director appointed as the Treasurer under these Bylaws; and
- (s) "Vice-Chair" means that Director appointed as the Vice-Chair under these Bylaws.
- (t) "Voting Director" - means the Director from each Member that has the power to vote at meetings and on the Board

2.2 Except where they conflict with the definitions contained in these Bylaws, the definitions in the Act apply to these Bylaws.

2.3 The objects of the Society are those named in the Application under the Act, and a copy of that Application, as amended from time to time with approval of the Members, shall be kept with a copy of these Bylaws.

2.4 Words using the singular number or the masculine gender shall include the plural number or the feminine gender, as the case may be, and vice versa, and references to persons, organizations or corporations shall include individuals, partnerships, firms, societies and corporations, all as the context requires.

ARTICLE 3 - MEMBERSHIP

3.1 **Members of Society** – Any person may become a Member, subject to:

- (a) the prior approval of a two-thirds majority of the Members at a duly-constituted general meeting;
- (b) the person being a Graduate Students' Association, as set out in the *PSLA* Section 94, at a CARI Institution;
- (c) the person executing that form of membership agreement that the Board may require; and
- (d) further complying with any other requirement imposed by the Board, from time to time.

3.2 **Fees Payable by Members** - Yearly membership fees shall be fixed by resolution of the Board, subject to approval by the Members. The Chair shall notify the Members of the dues or fees at any time payable by them.

3.3 **Membership Ongoing** - Membership in the Society is ongoing, non-transferable and does not require affirmation by the Members.

3.4 **Conduct of Society** - The Society shall conduct its activities without the purpose of personal gain for any of its Members or Directors, except as otherwise specifically stated in the Bylaws. Any income or other assets of the Society shall be used in carrying out the Society's objects.

3.5 **Membership in Other Provincial Advocacy Groups**

- (a) The Members acknowledge and agree that the intent of the Society is that it shall be an entity to advocate collectively for the Members. As such, the Members also agree and acknowledge that it is contrary to the best interests for any Member to belong as a member or support any other provincial advocacy group.
- (b) The Members each acknowledge and agree that any Member upon becoming a Member shall no less than 24 months after becoming a Member, terminate its membership in any other provincial advocacy group.
- (c) In the event that any Member continues its membership or support of another provincial advocacy group contrary to Section 3.5(b) (the “**Infringing Member**”), the other Members have the right, but not the obligation, to call a special meeting of the Members to discuss the expulsion of the Infringing Member from the Society.
- (d) Should a special meeting of the Members be called pursuant to Section 3.5(c) hereof:
 - (i) the Infringing Member shall be granted the opportunity to discuss the matter of the Infringing Member’s expulsion;
 - (ii) all other Members shall have the right to discuss the matter of the Infringing Member’s expulsion; and
 - (iii) once all parties are heard from regarding the matter of the expulsion of the Infringing Member, a vote of all Voting Directors, which shall include the Infringing Member, shall be conducted by secret ballot. If a majority of Members vote to expel the Infringing Member, the Infringing Member shall no longer be a Member of the Society.
- (e) Upon the expulsion of the Infringing Member of the Society, the Infringing Member shall forthwith pay to the Society, its dues that it would have been responsible to pay to the Society for the next twelve (12) months, had it not been otherwise expelled.
- (f) Notwithstanding the expulsion of any Infringing Member, an Infringing Member may at any time, reapply to the Society to obtain membership of the Society.

ARTICLE 4 - MEMBERSHIP CEASES

4.1 **Membership Ceasing** - A Member shall cease to be a Member:

- (a) upon the termination of the corporate existence of a Member;
- (b) upon the Member having been expelled from Membership as set forth in Section 3.5;
- (c) upon the Member failing to forward to the Society the fees payable by them, as set forth in Section 3.2, within the six (6) months following receipt of a notification of Fees Payable from the Chair.

4.2 **Voluntary Withdrawal of Member** - A Member may terminate its membership in the Society by providing no less than 12 months’ notice in writing to the Society, which termination shall be effective of December 31 of the following year. For greater certainty, the Member shall be responsible for forwarding to the Society such dues as are normally required from a Member (Section 3.2) up to December 31 of the following year. For example purposes only, should a Member provide notice in 2018 of its intent to cease being a member, that Member’s status of a Member terminates as of December 31, 2019.

ARTICLE 5 - MEETINGS OF MEMBERS

5.1 **Annual General Meeting** - The Annual General Meeting shall be held at such time and place, in accordance with the Act, as the Board shall decide. It is the intention that the Annual General Meeting will be held within four weeks of the final day of October every calendar year. Notwithstanding this, this date is not binding upon the Members.

5.2 **Notice of Annual General Meetings** - Written notice of the time and place of Annual General Meetings of the Members and an agenda of the business to be transacted shall be given to each Member, as applicable, at least **twenty-one (21) days before the holding of any such meeting.**

5.3 **Minimum Number of Annual General Meetings** - The Board shall cause at least one Annual General Meeting to be called each calendar year within four weeks of the final day of October.

5.4 **Quorum for Annual General Meetings** - A quorum for the transaction of business at any meeting of Members (general meeting, special meeting or Annual General Meeting) shall consist of a no less than 100% of voting Members.

5.5 **Other Meetings of Members** - All other meetings of Members shall proceed as Board Meetings, outlined in Article 9 below.

ARTICLE 6 - PROCEEDINGS AT MEMBERS' MEETINGS

6.1 **Meeting Agenda** - Other than at the Annual General Meeting, the agenda for a general or special meeting shall be that approved at the meeting.

6.2 **Voting Director** – As each Member is a corporate body itself, each Member shall appoint a Voting Director, who is a member in good standing of the Graduate Student Association which they are representing, in the following form or in any other appropriate form accepted by the Chair, to indicate that this individual shall be entitled to vote for that Member:

"Voting Director Appointment"

WE being a member of the Alberta Graduate Provincial Advocacy Council, hereby nominate, constitute and appoint _____, or in the absence of _____, _____ as our Voting Director, attorney, and/or representative with full power and authority to attend, vote and otherwise act for us in our name and on our behalf at all meetings of Members of the Society (including the Annual General Meeting), with full power of substitution, and

WE hereby revoke all other appointments given by us which might be used in respect of such meetings and any and all adjournments thereof.

Given this ____ day of _____, 20 ____.

[Name of Member]

Per: _____ c/s)

6.3 **One Vote for Each Member** - Each Member in good standing shall be entitled to one (1) vote on every matter properly put before a meeting for a vote. In the event of a tie, the matter shall be considered defeated. Notwithstanding the attendance of more than one person as a Director of a Member, only the Voting Director shall be entitled to vote for each Member.

6.4 **Voting Procedure**

- (a) Unless otherwise required by the Bylaws or pursuant to applicable law, any resolution put before the Members with no less than twenty-one (21) days notice must be supported by not less than a majority of the votes cast, failing which the resolution shall fail.
- (b) Unless otherwise required by the Bylaws or pursuant to applicable law, any resolution put before the Members with less than twenty-one (21) days notice must be supported by not less than two thirds (2/3) of the votes cast, failing which the resolution shall fail.
- (c) Questions shall be decided in the first instance by a voice vote unless any Member requests a recorded vote.
- (d) A declaration by the chairperson of the meeting that a resolution has been carried or not carried and an entry to that effect in the minutes of the Society shall be sufficient evidence of the fact without proof of the number or proportion of the vote accorded in favour of or against such resolution.

6.5 **Conduct of Business at Meeting** - Business at all meetings of the Members shall be conducted according to these Bylaws and the rules of order adopted by resolution of the Members.

6.6 **Submission of Resolutions** - Except as provided in the Act, a resolution may be submitted to any meeting by any Member, with notice in writing of the intention to submit such resolution given to the Secretary prior to such meeting. Voting Members present at the meeting may submit a resolution at such meeting.

6.7 **Chairperson of Member Meetings** - The Chair shall preside at every meeting of the Members but if the Chair is not present, or for any reason the Chair refuses to preside, the Vice-Chair shall preside. In the absence of both the Chair and Vice-Chair, then those present at the meeting shall appoint a chairperson to act at that meeting.

6.8 **Conflict of Interest** - A Member shall not vote on a matter in which that Member has a conflict of interest. Where a Member believes a conflict of interest on a given matter exists, that Member shall make that declaration at a meeting. Should a conflict exist, the Member will be asked to leave the room for that part of the meeting where the matter in question is discussed. In the event that a Member or Members are asked to leave the room for part of the meeting due to determination of a conflict, resolutions may be passed on the subject regarding such conflict by the majority of those remaining at the meeting.

6.9 **Advocacy Policies** - Each Member shall have the right to present to the Chair for the Board's consideration, an advocacy policy that this Member wishes for the Society to implement. Upon the Chair's receipt of this advocacy policy that the Member desires to be considered, the Chair shall present said policy to the Board for its consideration at the next meeting of the Board. Each Member agrees and acknowledges that notwithstanding this presentation, the Board shall not be obligated to ratify this advocacy policy.

ARTICLE 7 - COMPOSITION OF BOARD OF DIRECTORS

7.1 **Appointment of the Board of Directors**

- (a) Each Member shall have the right to appoint up to (3) Directors from time to time;
- (b) One (1) Director shall be appointed Voting Director by the Member.
- (c) At the discretion of the Members, the appointment of each Director may occur by each Member submitting a letter to the Society, advising of their appointment of the Director, normally in April of each year.

7.2 **Situations Where Director is Deemed Not Be a Director** - A Director shall immediately cease to be a Director upon:

- (a) giving his resignation in writing to the Board;
- (b) his/her death;
- (c) being removed by the Member that appoints him or her;
- (d) the Director ceases to be a Member in good standing of their Graduate Students' Association;
- (e) failing to attend or to participate in two (2) consecutive regular meetings of the Board of which he had notice unless the Board has specifically excused the Director from attendance. The Board shall send notice to the Member who appointed the Director and shall request the Member to appoint a new Director; or
- (f) Number of Directors - **The number of Directors shall not be less than one Director from each Member.**

ARTICLE 8 - BOARD OF DIRECTORS

8.1 **Powers of Board** - The Board shall manage the property and affairs of the Society and may exercise all powers and do all acts and things as the Society may exercise and do, and which are not by these Bylaws or by statute or otherwise lawfully directed or required to be exercised or done by the Members, but subject nevertheless, to rules, not being inconsistent with either the Application or these Bylaws, which are made, adopted, revised or replaced from time to time by Members of the Society.

8.2 **Term of Directors** - The term of each Director shall be for one year. Notwithstanding this, a Director may be reappointed by the Member who initially appointed him or her.

8.3 **Payment to Directors** - No Director shall be paid by the Society for being or acting as a Director.

8.4 **Board Expenditures** - The Board shall have the power to make expenditures for the purpose of furthering the objects of the Society.

8.5 **Compliance with Code of Conduct** - The Board shall develop a code of conduct respecting certain obligations and expectations of the Directors from time to time. Respecting this code of conduct:

- (a) each Director shall execute and abide by this code of conduct, as it may be amended or replaced, from time to time;
- (b) if a Director fails to abide by the code of conduct, the Board shall notify the Member that appointed the Director that is failing to abide by the code of conduct. That Member will take appropriate action respecting this Director, which action may result in the removal of this Director from the Board.

ARTICLE 9 - PROCEEDINGS OF BOARD MEETINGS

9.1 **Frequency and Location of Board Meetings** - The meetings of the Board may be held at any time and place to be determined by the Chair in consultation with the Board. Notwithstanding anything in the Bylaws to the contrary, the Board may set a schedule of Board meetings for a certain period or periods.

9.2 **Notice of Board Meetings** - Written notice of the time and place of a meeting of the Board and an agenda of the business to be transacted shall be given to each Director no fewer than five (5) Business Days prior to the meeting. A Director may, but is not obligated to, at any time, waive the requirement of notice in writing of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat.

9.3 **Meeting Agenda** - The agenda for a meeting shall be that approved at the meeting.

9.4 **Quorum for Meeting** - A quorum for all meetings of the Board shall be a majority of the Directors, with at least one Director present from each Member.

9.5 **Voting on Matters** - Except as otherwise described in these Bylaws, a majority of votes cast at a meeting of the Board shall be required to pass a resolution of the Board.

9.6 **Voting Procedure** - Subject to Section 9.12, voting shall be by voice vote unless the majority of the Directors present and eligible to vote shall otherwise determine.

9.7 **No Casting Vote** - The Chair shall have the right to vote on any question if they are the Voting Director of their Graduate Students' Association, but may only cast one (1) vote that shall be cast at such time as the other votes are cast.

9.8 **Tie Vote** - In the event of a tie vote, the motion shall be declared lost.

9.9 **Recorded Votes** - Directors may request that their vote be recorded.

9.10 **Resolutions in Writing** - A resolution in writing, signed by all the Directors and deposited with the Chair, is as valid and effective as a resolution of the Board passed at a meeting of the Board.

9.11 **Frequency of Meetings**

- (a) The Board shall have no fewer than four meetings of the Board per annum whereby the expectation is that notwithstanding Section 9.12 hereof, each Director shall attend the Board meeting in person. Subject to Section 9.1, the Chair shall, in consultation with the Board, determine which meetings these will be, from time to time. Only in extenuating circumstances recognized by the Board shall a Director not attend this meeting of the Board in person.
- (b) The Board shall endeavor to hold additional meetings of the Board whereby the Directors shall be entitled to attend and participate via those means as set forth in Section 9.12 hereof.

9.12 **Telecommunication** - A Director may participate in a meeting of Directors or of a committee of Directors by means of telephone or other communication facilities that permit all Directors participating in the meeting to hear each other. A Director participating in a meeting by those means is deemed to be present at the meeting.

9.13 **Conflict of Interest** - A Director shall not vote on a matter in which that Director has a conflict of interest. Where a Director believes a conflict of interest on a given matter exists, that Director shall make that declaration at a meeting. Should a conflict exist, the Director will be asked to leave the room for that part of the meeting where the matter in question is discussed. In the event that a Voting Director or Voting Directors are asked to leave the room for part of the meeting due to determination of a conflict, resolutions may be passed on the subject regarding such conflict by the majority of those Voting Directors remaining at the meeting.

9.14 **Private Board Meetings** - Within the discretion of the Board, the Board shall have the right to hold all or a portion of the Board meeting *in camera*.

ARTICLE 10 - CREATION OF CERTAIN EXECUTIVE OFFICER POSITIONS/ROLES OF THE BOARD

10.1 **Election of Positions**

The Board shall elect, no later than June 30 of every year, from amongst those sitting as Directors, the following Board positions:

- (i) the Chair;
- (ii) the Vice-Chair;
- (iii) the Secretary; and

- (iv) the Treasurer.

10.2 **Restrictions on Board Positions** - The Chair shall not serve as any other Executive Officer.

10.3 **Chair of the Board** - Without limiting anything contained in this Bylaw, the Chair shall:

- (a) **preside over each** regular meeting, special meeting and the annual meeting of the Board and of the Members, and in doing so be the chairperson of such meetings;
- (b) vote on all matters before the Board;
- (c) be an ex-officio member of all committees of the Society that may be created from time to time.
- (d) Notwithstanding the membership ex-officio of any committee:
 - (i) the Chair shall not have voting rights at any committee meeting unless the Chair is appointed by the Board to be a member of the committee beyond his or her capacity as a member ex-officio; and
 - (ii) the Chair shall not be a chairperson of the committee unless the members of the committee agree that the Chair of the Board shall be the chairperson of the committee; and
- (e) exercise such other powers and authority and shall perform such other duties as may from time to time be prescribed by the Board.

10.4 **Vice-Chair of the Board** - The Vice-Chair shall:

- (a) have the powers of the Chair, in the absence or inability of the Chair to discharge his or her duties; and
- (b) exercise such other powers and authority and shall perform such other duties as may from time to time be prescribed by the Board.

10.5 **Secretary of the Board** – The Secretary shall:

- (a) attend at all meetings of the Board for the purposes of being the recording secretary of the meeting and shall therefore enter or cause to be entered in records kept for that purpose, minutes of all proceedings at such meetings;
- (b) otherwise ensure that a recording secretary is present at such meetings and shall therefore enter or cause to be entered in records kept for that purpose, minutes of all proceedings at such meetings; and
- (c) exercise such other powers and authority and shall perform such other duties as may from time to time be prescribed by the Board.

10.6 **Treasurer** – The Treasurer shall:

- (a) keep or cause to be kept proper accounting records in compliance with the Act and shall be responsible for the deposit of monies and other valuable effects of the Society in the name and to the credit of the Society in such banks or other depositories as the Board may from time to time

designate;

- (b) subject to any financial policies enacted by the Board, shall be responsible for the disbursement of the funds of the Society;
- (c) render to the Board, whenever so directed, an account of all financial transactions and of the financial position of the Society; and
- (d) exercise such other powers and authority and shall perform such other duties as may from time to time be prescribed by the Board.

10.7 Removal of Executive Officers

The Board, in their discretion, may remove any person elected in Section 10.1, with or without cause, at any time. Any resolution under Section 10.7 must be supported by not less than two thirds (2/3) of the votes cast, failing which the resolution shall fail. Notwithstanding the removal of any Executive Officer from the position in Section 10.1, this removal does not remove the Executive Officer as being a Director on the Board.

ARTICLE 11 - DUTIES OF STAFF

11.1 Appointment of Staff Positions - The Board may appoint Staff positions, such as an Executive Director, as the Board sees fit. Without limitation of the foregoing,

- (a) the powers of the Staff positions shall be set by the Board, from time to time, in accordance with any employment contract with the Staff member;
- (b) the remuneration of each Staff position shall be set by the Board from time to time in accordance with any employment contract with the Staff member; and
- (c) prior to a Staff member assuming the their responsibilities, the Board shall execute an employment contract with the Staff member governing, without limitation, the responsibilities, remuneration and mechanism of removal of the Staff member

11.2 Restriction on Staff Positions - No Director shall be an employee of the Society.

11.3 Removal of Staff - The Board, upon a majority vote of the Directors, may remove the Executive Director, subject to any employment contract that the Executive Director may have with the Society to the contrary.

11.4 Duties and Responsibilities of Executive Director - The duties and responsibilities of the Executive Director shall be codified in an employment contract between the Executive Director and the Society. Without limiting the foregoing, any such contract shall require that the Executive Director:

- (a) be Executive Director of the Society and subject to the authorities of the Board shall have supervision of the business and affairs of the Society and shall have such other additional powers and duties as the Board may specify from time to time in accordance with any employment contract with the executive director;
- (b) give or cause to be given as and when instructed, all notice to Members, the Board, Officers, Auditors and members of committees of the Board;
- (c) provide operational reports or other statements as to the affairs of the Board, as the Board may require from time to time;

- (d) certify any documents of the Society except when some other Officer or agent has been appointed for any such purpose;
- (e) ensure that the policies and programs of the Society are implemented;
- (f) advise and inform the Board on the operations and affairs of the Society;
- (g) carry out any lawful direction of the Board from time to time;
- (h) attend at all meetings of the Board and committees of the Board for the purposes of being the recording secretary of the meeting and shall therefore, in consultation with the Secretary, enter or cause to be entered in records kept for that purpose, minutes of all proceedings at such meetings;
- (i) otherwise ensure that a recording secretary is present at such meetings and shall therefore, in consultation with the Secretary, enter or cause to be entered in records kept for that purpose, minutes of all proceedings at such meetings;
- (j) keep or cause to be kept, in consultation with the Treasurer, proper accounting records in compliance with the Act and shall be responsible for the deposit of monies and other valuable effects of the Society in the name and to the credit of the Society in such banks or other depositories as the Board may from time to time designate;
- (k) be responsible, in consultation with the Treasurer, for the disbursement of the funds of the Society;
- (l) render to the Board, whenever so directed, an account of all financial transactions and of the financial position of the Society; and
- (m) be responsible for registering or filing of, or causing to be registered or filed, all reports, certificates and all of the documents required by law to be registered or filed by the Society; and
- (n) be the custodian of the corporate seal, if any, of the Society and shall have charge of all books, papers, reports, certificates, records, documents, registers and instruments belonging to the Society;

11.5 In the event of a vacancy of the Executive Director position the supervision of the business and affairs of the Society and any other powers and responsibilities assigned to the Executive Director rest with the Board.

ARTICLE 12 - COMMITTEES

12.1 **Board Committees** - The Board may appoint standing or *ad hoc* committees that it deems necessary consisting of Directors and others and may assign duties and responsibilities to the committees that are not inconsistent with the Act and may make regulations governing their conduct.

12.2 **Directors on Committees** - At least one (1) Director shall be a member of each committee.

12.3 **Committees Accountable to Board** - All such committees shall be accountable to the Society through the Board and shall regularly report their discussions and activities to the Board.

12.4 **Delegation of Board Powers** - By Resolution of the Board, the Board may delegate some, but not all, of its powers to its committees as it thinks fit. Notwithstanding any delegation of its powers to its committees, the Board remains responsible and accountable for all decisions made by its committees.

ARTICLE 13 - AUDITOR

13.1 **Annual External Audit** - The Society shall appoint a qualified external auditor and the books and records will be audited once a year as soon as possible after each fiscal year end (August 31st) of the Society.

13.2 **External Auditor Appointed at Annual General Meeting**

- (a) At each Annual General Meeting the external auditor shall be appointed by the Members to hold office until he or she is re-appointed or his successor is appointed, at the next following Annual General Meeting.
- (b) The books and records of the Society shall not be audited by:
 - (i) a Director;
 - (ii) an Officer;
 - (iii) an employee of the Society; or
 - (iv) a Member of the Society, or any employee of a Member of the Society.

ARTICLE 14 - SEAL

14.1 **Seal** - The Board may provide a seal for the Society and it shall have power from time to time to change such seal.

14.2 **Seal Affixation** - The seal shall be affixed only when authorized by a resolution of the Board, and then only in the presence of the persons prescribed in the resolution, or if no persons are prescribed, in the presence of any two (2) Directors.

ARTICLE 15 - FINANCIAL ACTIVITIES AND OPERATIONS

15.1 **Financial Control Policy** - All financial activities of the Society shall be subject to any financial control policy enacted by the Board, as amended from time to time.

15.2 **Borrowing by Society** - For the purposes of the Society, the Board may, on behalf of and in the name of the Society, raise or secure the payment or repayment of money in any manner it decides, and in particular, but without limiting the foregoing, by the issue of debentures, provided however, that no debenture shall be issued without being approved by Special Resolution.

15.3 **No Personal Gain of Directors** - The Society shall conduct its activities without the purpose of personal gain for any of its Directors, except as otherwise specifically stated in the Bylaws. Any income or other assets of the Society shall be used in carrying out the Society's objects.

15.4 **Fiscal Year of Society** - The fiscal year of the Society shall terminate August 31st annually, and the financial statements of the Society's affairs for presentation to the Members at the Annual General Meeting shall be made up to that date.

ARTICLE 16 - MINUTES

16.1 **Minutes to be Entered** - The Directors shall cause minutes to be entered in books provided for the purpose of:

- (a) all appointments of Officers;
- (b) all names of all Directors present at each meeting of the Directors; and

- (c) all resolutions and proceedings of meetings of the Members and of the Board.

16.2 **Minutes Endorsed by Chair** - Any minutes of the Members and the Board, if approved by normal resolution of the Members or Board, as appropriate, and signed by the chairperson of that meeting or the Chair of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes.

16.3 **Records Activities** - The Board shall cause all facts and minutes of all proceedings to be kept on all meetings of the Society and shall cause all notices to be given to Members and to Directors required by these Bylaws. The Board shall cause to be kept the seal of the Society and all books, papers, records, correspondence, contracts and other documents belonging to the Society and shall cause the same to be delivered up when required by the Act or when authorized by the Board to such person as may be named by the Board.

ARTICLE 17 - NOTICE

17.1 **People Entitled to Notice of Annual General Meeting** - Notice of an Annual General Meeting shall be given to:

- (a) every person shown on the register of Members as a Member on the day notice is given; and
- (b) the external auditor, if appointed.

17.2 **Method of Providing Notice** - Any notice which is required or permitted to be given under these Bylaws shall be in writing and shall be:

- (a) delivered or mailed by regular mail to the address of the recipient, to whom is it intended, last known to the Society as recorded on its books or records;
- (b) sent by fax to the fax number of the recipient last known to the Society as recorded on its books or records; or
- (c) sent by electronic mail to the electronic mail address of the recipient last known to the Society as recorded on its books or records.

17.3 **Deemed Delivery of Notice**

- (a) Any notice delivered before 4:30 p.m. (local time) on a Business Day shall be deemed to have been received on the date of delivery.
- (b) Any notice delivered, sent by facsimile or by electronic mail after 4:30 p.m. (local time) on a Business Day or delivered on a day other than a Business Day, as the case may be, shall be deemed to have been received on the next Business Day. Any notice mailed by regular mail shall be deemed to have been received four (4) days after the date it is postmarked.
- (c) Further, if normal mail service is interrupted by strike, slow-down, force majeure or other cause after a notice has been sent by regular mail, such notice will not be deemed to be received until actually received. In the event that normal mail service is impaired at the time of sending a notice, then the other means of sending such notice shall be the only effective means of giving notice.

ARTICLE 18 - INSPECTION OF BOOKS AND RECORDS BY MEMBERS

18.1 **Inspection of Books and Records by Members** - Any Member may inspect the books and records of the Society at any time upon providing written notice to the Board and arranging a time satisfactory to the Chair or Vice-Chair respectively. For greater certainty, the Chair or Vice-Chair shall arrange for a Member to inspect the books and records no more than twenty-one (21) days following receipt of such written notice. Each Director shall, at all times, have access to such books and records.

ARTICLE 19 - BYLAWS

19.1 **Alteration of Bylaws** - These Bylaws may be rescinded, altered or added to by a Special Resolution.

ARTICLE 20 - DISSOLUTION OF SOCIETY

20.1 **Special Resolution to Dissolve** - The Society may only be dissolved by Special Resolution. Unless otherwise unanimously agreed by the Members, any assets of the Society will be assigned to each Member according to the proportion of fees paid to the Society by each Member in the previous year.

DATED this 3 day of February, ~~2014~~ 2015

THE GRADUATE STUDENTS ASSOCIATION
OF ATHABASCA UNIVERSITY

Per: [Signature]

Address (including postal code)

10818 Jasper Ave
Edmonton, AB
T5J 0B7

THE GRADUATE STUDENTS ASSOCIATION
OF UNIVERSITY OF ALBERTA

Per: [Signature]

Address (including postal code)

1-37 Triffo Hall
Killam Centre for Advanced
Studies, University of Alberta
Edmonton AB T6G 2E1

THE GRADUATE STUDENTS ASSOCIATION
OF UNIVERSITY OF CALGARY

Per: [Signature]

Address (including postal code)

214 MLT
2500 University Drive NW
T2N 1N4
Calgary, AB

THE GRADUATE STUDENTS ASSOCIATION
OF UNIVERSITY OF LETHBRIDGE

Per: [Signature]

Address (including postal code)

4401 UNIVERSITY DR.
MARKIN HALL 2041
LETHBRIDGE, AB
T1K 3M4

[Signature]
John C. McDonnell

Address (including postal code)

2200, 10155-102 St
Edmonton, AB
T5J 4G8

WITNESS to signature of **THE GRADUATE
STUDENTS ASSOCIATION OF ATHABASCA
UNIVERSITY**

Signature: Richard Dutchyshen

Address of Witness (including postal code)

2350 M'LEURG CRES
REGINA, SASKATCHEWAN
S4V 2N2

Richard Dutchyshen
Print Name of Witness:

WITNESS to signature of **THE GRADUATE
STUDENTS ASSOCIATION OF UNIVERSITY OF
ALBERTA**

Signature: Susan Calk

Address of Witness (including postal code)

1-37 Triffo Hall
Killian Centre for Advancement
Studies, University of Alberta
Edmonton, AB. T6G 2E1

Susan Calk
Print Name of Witness:

WITNESS to signature of **THE GRADUATE
STUDENTS ASSOCIATION OF UNIVERSITY OF
CALGARY**

Signature: Kara Tamawa

Address of Witness (including postal code)

4401 University Drive
Markin Hall Room 2041
Lethbridge, AB
T1K 3M4

Kara Tamawa
Print Name of Witness:

WITNESS to signature of **THE GRADUATE
STUDENTS ASSOCIATION OF UNIVERSITY OF
LETHBRIDGE**

Signature: Kara Tamawa

Address of Witness (including postal code)

4401 University Drive
Markin Hall Room 2041
Lethbridge, AB
T1K 3M4

Kara Tamawa
Print Name of Witness:

WITNESS to signature of John McDermott

Signature: [Signature]
Print Name of Witness:

Address of Witness (including postal code)

2200, 10155 102 St NW
Edmonton, AB
T5J 4G8

JILL L.A. SHEWARD
BARRISTER & SOLICITOR

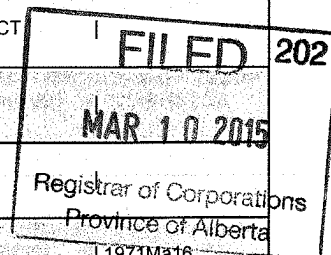


Alberta Reservation Report / Rapport pour réservation en Alberta

ALBERTA GRADUATE PROVINCIAL ADVOCACY COUNCIL
114410110 =ALBERTA GRADUATE PROVINCIAL ADVOCACY=

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COMPANY NAME / NOM DE L'ENTREPRISE		JUR. / NO. / BUS. / ACT.	DATE	CITY / VILLE	EP	TYPE	STATUS / STATUT	STAT. DATE / DATE EFF.
ALBERTA GRADUATE PROVINCIAL ADVOCACY COUNCIL		AB 114410110	2015Ja12				Prop.DIRECT	
EMPLOYERS' ADVOCACY COUNCIL EAC INC		CD 0003145158	1995Ma08	MISSISSAUGA		CCA_P12	Active	
THE NATIONAL SICKLE CELL ADVOCACY COUNCIL		CD 0003611671	1999Ai21	NEPEAN		CCA_P12	Active	
THE ALBERTA PROVINCIAL JUDGES' ASSOCIATION		AB 0500028220	1957No13	EDMONTON		Society	Active	1971Ma16
ALBERTA PROVINCIAL EXTERMINATORS		AB 0TN5491394	1992De04			TradeName	Active	
ALBERTA PROVINCIAL GOOD SAM ASSOCIATION		AB 112885759	2014Jl22				Prop.MHLC	
ALBERTA PROVINCIAL GOOD SAM ASSOCIATION		AB 5018512565	2014Se29	LETHBRIDGE		Society	Active	
ALBERTA PROVINCIAL TRAPSHOOTING ASSOCIATION		AB 0502746100	1982Au11	SPRUCE GROVE		Society	Active	1999Ja06
ALBERTA PARALEGAL ADVOCATES		AB 0TN6708135	1995Oc11			TradeName	Active	
ALBERTA PROVINCIAL COMMAND OF THE LEGION OF FRONTIERSME..		AB 0500057898	1969De23	SHERWOOD PARK		Society	Active	2007Mr22
ALBERTA PROVINCIAL GYMKHANA ASSOCIATION (A.P.G.A.)		AB 0503632788	1987Ai02	GUNN		Society	Active	2007De10
PAA PARALEGAL ADVOCACY ASSOCIATION		CD 0008958963	2014Au31	MISSISSAUGA		NPCorpAct	Active	
ETHNIC HEALTH EDUCATION AND ADVOCACY COUNCIL		CD 0008226636	2012No23	TORONTO		NPCorpAct	Active	
GEOFF CARTER CGA PROFESSIONAL CORPORATION		AB 2013076845	2007Mr14	CALGARY		Bus_Corp	Active	
ALBERTA PROVINCIAL COMMUNICATIONS		AB 0TN7908064	1998Jl21			TradeName	Active	
ALBERTA PROVINCIAL SPORTING CLAYS ASSOCIATION		AB 0505715045	1993Jn28	EDMONTON		Society	Active	2010Au19
AGENTS PROVOCATEURS		AB 0PT8222986	1999Mr12			Ptnrshp	Active	



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ALBERTA GRADUATE PROVINCIAL ADVOCACY COUNCIL
114410110 =ALBERTA GRADUATE PROVINCIAL ADVOCACY=

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COMPANY NAME / NOM DE L'ENTREPRISE				EP TYPE		STATUS / STATUT		STAT. DATE / DATE EFF.
JUR. NO.	DATE	CITY / VILLE						
BUS. / ACT.								
ALBERTA COUNCIL FOR CRIPPLED CHILDREN AND ADULTS					TradeName	Active		
AB 0CRY001831	1971Ma21							
ALBERTA COUNCIL OF TURNAROUND INDUSTRY MAINTENANCE STAKEHOLDER..					NP_PrvtCo	Active		
AB 5114926305	2009Se24	EDMONTON						
CROSSROADS DAY PROGRAM ACTIVITY COUNCIL					Society	Active		2000Mr08
AB 0503728842	1987De08	CAMROSE						
ALBERTA COUNCIL OF WOMENS SHELTERS					Society	Active		
AB 0502941750	1983Al11	EDMONTON						
POCATERRA COMMUNITY ASSOCIATION					Society	Struck		2010De02
AB 0503497133	1986Jn30							
ALBERTA COUNCIL FOR THE UKRAINIAN ARTS					Society	Active		2005Oc05
AB 0503600975	1987Fe03	EDMONTON						
THE ALBERTA COUNCIL OF PROFESSIONALS FOR SEXUAL HEALTH					Society	Active		
AB 0509552782	2001Se12	EDMONTON						
LAKELAND PREVENT ALCOHOL AND RISK RELAT..					Society	Start		2014No02
AB 5010069796	2002Se05	COLD LAKE						
PROVINCIAL GRAPHICS AND PUBLISHING					TradeName	Active		
AB 0CRY055007	1981Au14							
ROGER PARADIS AVOCAT						Prop.CANADA		
CD 114198684	2014De19							
ST. ALBERT POTTERS GUILD					Society	Active		1987Fe10
AB 0500039375	1962Au31	ST. ALBERT						
ALBERTA GRAIN GROWERS MAIL ORDER PUBLISHING COMPANY					TradeName	Active		
AB 0CAL002798	1918De03							
ALBERTA COUNCIL OF TECHNOLOGIES SOCIETY					Society	Active		2007Au23
AB 5012513171	2006Jn16	EDMONTON						
ALBERTA GRAVEL SALES INC					Bus_Corp	Active		2013Al24
AB 2013782970	2008Ja31	FALLIS						
COALHURST PARTNERSHIP ASSOCIATION FOR LITERACY					Society	Active		
AB 0509732988	2002Fe04	COALHURST						
CANADIAN NATIONAL MEDIATION ADVOCACY COMPETITION INC					CBCA	Active		
CD 0007047762	2008Se19	TORONTO						
PROVINCIAL GLAZIERS ASSOCIATION OF ALBERTA					Society	Active		2011Se08
AB 0508940814	2000Au21	RED DEER						

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TERMS AND CONDITIONS

Definitions:

'Customer' refers to a person, firm or other entity who receives a NUANS Report directly or indirectly from HP pursuant to a written agreement with HP, or who relies on such Report without the benefit of any written agreement with HP.

"HP" shall at all times refer to Hewlett-Packard (Canada) Co.

(a) There are no representations or warranties, expressed or implied, oral or written, in fact or by operation of law or otherwise, except as herein expressly stated. In no event shall HP be liable for any indirect, special or consequential damages for any reason whatsoever including any damages arising out of Customer's access to or use of services, data or reports provided under the Agreement between the Customer and HP, including responsibility or liability resulting from the inaccuracy and/or omissions of NUANS Reports or NUANS Database Pre-Searches.

(b) HP'S liability for direct damages resulting from HP'S negligence or breach of contract in the execution of services (including delivery of data and reports) under its Agreement with the Customer shall be limited to the total charge for the services giving rise to the loss or damage.

(c) Where a Customer is required to re-order a NUANS Report because the Customer did not receive the first report or because of a demonstrable omission or inaccuracy therein, HP'S sole liability in the case of non-receipt by Customer shall be to waive all charges with respect thereto, provided that in all such cases HP shall not be liable for any failure in the case of an Act of God, riots, insurrection, or any other event beyond HP'S direct control, and provided in all cases that the Customer provide HP with satisfactory evidence of one of the above-mentioned failures within fifteen (15) days of the alleged date of such failure.

(d) The Customer agrees to indemnify HP and to hold it harmless from any loss or liability to the Customer, or to any third parties for any injuries or damages not caused by HP'S negligence which result from the Customer's access to or use of any such report or data and operation of any machines in the control of HP, from the Customer's use of HP'S premises or premises which HP is authorized to use, or from any error or inaccuracy in the preparation and formulation of a request for a NUANS Report.

(e) The Customer acknowledges that HP is subject to certain time and other restrictions in compiling its data base for purposes of delivering a NUANS Report or a NUANS Database Pre-Search and the Customer shall so advise any third party to whom it disseminates such Report or Pre-Search. HP shall not be held liable by the Customer or by any third party for the failure of a NUANS Report or a NUANS Database Pre-Search to disclose any name with prior rights. HP expressly excludes all liability and damages resulting from the inaccuracy or incompleteness of, or omissions from, any NUANS Report.

CONDITIONS GÉNÉRALES

Définitions:

On entend par « client » une personne, une entreprise ou toute autre entité qui reçoit directement ou indirectement de HP un rapport NUANS en conformité avec une entente écrite avec HP, ou qui compte sur un tel rapport sans avoir conclu d'entente écrite avec HP.

Le terme « HP » fait toujours référence à Hewlett-Packard (Canada) Cie

(a) Sauf mention contraire dans le présent contrat, HP ne reconnaît aucune représentation ni garantie expresse ou implicite, verbale ou écrite, dans les faits ou par l'effet de la loi ou de toute autre disposition. HP ne peut en aucun cas être tenue responsable de dommages spéciaux, indirects ou accessoires, dont les dommages résultants de l'obtention ou de l'utilisation par le client des données, rapports ou services fournis en vertu des présentes, y compris toute responsabilité découlant d'inexactitudes ou d'omissions dans les rapports NUANS ou dans les rapports de recherche préliminaire NUANS.

(b) La responsabilité de HP pour tout dommage direct résultant de la négligence de HP ou de la violation du contrat dans l'exécution des services (y compris la fourniture de données et de rapports) en vertu des présentes sera limitée au montant total des frais exigés pour les services qui ont donné lieu à la perte ou au dommage.

(c) Si le client est obligé de redemander un rapport NUANS parce que HP a omis de produire le premier rapport selon ses obligations, la seule responsabilité de HP consistera à renoncer à tous les frais associés à cette demande, à condition que HP soit exemptée de toute responsabilité si le manquement est dû à un cas de force majeure, à des émeutes, à des insurrections ou à toute autre cause indépendante de la volonté de HP; par ailleurs, le client sera aussi tenu de fournir à HP des pièces justificatives satisfaisantes d'un tel manquement dans un délai de quinze (15) jours suivant la date prétendue de chaque manquement.

(d) Le client convient d'indemniser HP et de le dégager de toute responsabilité découlant d'une perte ou d'une obligation pour le client ou une tierce partie en raison de blessures ou de dommages qui ne résultent pas de la négligence de HP, mais plutôt du fait que le client a obtenu et utilisé le rapport ou les données et a fait fonctionner de l'équipement sous le contrôle de HP, qu'il a utilisé les locaux de HP ou des locaux que HP est autorisée à utiliser, ou qu'une erreur ou une inexactitude s'est glissée dans la préparation ou la formulation d'une demande de rapport NUANS.

(e) Le client reconnaît que HP est soumise à certaines restrictions liées au temps et à d'autres facteurs lorsqu'elle compile sa base de données en vue de produire un rapport NUANS ou un rapport de recherche préliminaire NUANS et il devra donc en prévenir toute tierce partie à qui il transmet le rapport NUANS ou le rapport de recherche préliminaire NUANS. HP ne peut être tenue responsable par le client ou toute tierce partie en cas d'omission de divulgation dans le rapport NUANS ou le rapport de recherche préliminaire NUANS de toute dénomination et remarque de commerce avec droit prioritaire. HP décline expressément toute responsabilité découlant d'inexactitudes ou d'omissions dans le rapport NUANS.

Abbreviation/Abréviation	English Term	Terme français	Abbreviation/Abréviation	English Term	Terme français
	Company Name	Nom de l'entreprise		Trade-mark	Marque de commerce
Jur.	Jurisdiction Code	Code de juridiction	App.No./No.app.	Application Number	Numéro d'application
No.	Company Number	Numéro de l'entreprise	Reg.No./No.enr.	Registration Number	Numéro d'enregistrement
Date	Incorporation Date	Date d'incorporation	Reg.Date/Date.enr	Registration Date	Date d'enregistrement
	City	Ville		Status	Statut
EP	Extra-Provincial Code	Code extra-provincial		Owner name	Propriétaire
Type	Company Type	Type de l'entreprise	Classes	Nice Class Codes	Codes des classes Nice
Status/Statut	Legal Status	Statut légal	Goods/Produits	Goods and Services	Produits et services
Stat Date/Date eff	Status Date	Date effective			
Bus./Act.	Line of Business	Secteur d'activité			

Latest NUANS update dates / Dernière mise à jour de NUANS

AB Bus. 2015Ja12 AB Corp. 2015Ja12 CD 2015Ja07 OSFI 2011Oc21
TM Update/Mise à jour des MC 015Ja06 App. No./No. App. 1709100 Filed/Déposée 014De29