

Preamble

To all current and future directors:

2025 marks a pivotal moment at various levels of our social and political life in Canada. In this context, the Graduate Students' Association and the Union of Lethbridge Graduate Assistants affirm their shared commitment to cooperation through this Memorandum of Understanding. This agreement captures both the history and the future of the relationship between our organizations. It draws on past experiences within Alberta's post-secondary community, where cooperation and occasional conflict alike underscored the need for clear understanding, mutual trust, and respect.

This agreement reflects our organizations' respective mandates and outlines a clear framework for collaboration. It defines roles, responsibilities, and areas of autonomy, and establishes mechanisms for coordination where our interests align. The Memorandum is a living document, open to revision as circumstances evolve under the current legislative environment.

Its purpose is to support present and future directors in maintaining constructive relations and effective shared governance.

In solidarity,

Jade Oldfield

Davide Pafumi

Dan Pearson

University of Lethbridge

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 28 day of October, 2025 ("Effective Date"), by and between:



Graduate Students' Association ("GSA"),

and



University of Lethbridge Graduate Assistants' Association ("Union"),

both of whom are collectively known as the "Parties."

WHEREAS the GSA is recognized under the *Post-secondary Learning Act* ("PSLA") as the official organization of graduate students at the University of Lethbridge, governed by an elected council with authority over its management and affairs, including its role as bargaining agent for academically employed graduate students;

WHEREAS freedom of association, guaranteed by the *Canadian Charter of Rights and Freedoms*, protects the right of individuals to form, join, and participate in associations, including trade unions and collective bargaining processes;

WHEREAS the Union is the unionized component of the GSA responsible for collective bargaining and labour relations on behalf of academically employed graduate students;

WHEREAS the *Alberta Labour Relations Code* ("Labour Code") and the PSLA together establish the rights of employees and employers, prohibit discrimination and interference with union activities, and provide the statutory framework for academic bargaining and the governance of graduate student associations;

WHEREAS the Parties recognise the existing *Equity, Diversity, and Inclusion Committee Memorandum of Understanding* between the Governors of the University of Lethbridge and the Union, and agree that the terms of this MOU shall be read in harmony with, and not in derogation of, that agreement;

WHEREAS the Parties wish to maintain the Union's autonomy in labour relations matters while ensuring a clear separation between the administrative, governance, and advocacy functions of the GSA and the bargaining and labour relations functions of the Union;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the Parties agree as follows:

1. Purpose and Scope

1.1 The purpose of this MOU is to establish the framework governing the relationship between the GSA and the Union, defining their respective roles, authorities, and obligations, while safeguarding each other's autonomy in internal matters.

1.2 It also establishes mechanisms for administrative separation, conflict of interest management, coordination in areas of mutual interest, and protocols for dispute resolution.

1.3 It is intended to guide present and future directors within the Parties' governing bodies in navigating the complexity of their mutual relationships.

1.4 It recognises the GSA's dual role as both student association and holder of the bargaining certificate, and the Union's role as the delegated bargaining agent and administrator of all labour relations functions.

1.5 This MOU shall remain in effect in perpetuity unless amended or terminated in accordance with Section 8.

2. Status and Authority

2.1 The Union is a self-governing unionized segment of the GSA.

2.2 The GSA shall retain legal title to the bargaining certificate and certification order issued under the Labour Code.

2.3 The GSA may delegate to the Union exclusive authority to act as bargaining agent, to negotiate and conclude collective agreements, to administer such agreements, and to manage all other labour relations matters relating to the bargaining unit covered by the GSA's certificate.

2.4 The GSA shall not interfere with the Union's internal governance, operational decision-making, or exercise of its delegated authority under this section, unless in a solicited advisory capacity, or in the event the GSA needs to assume trusteeship as per Section 6.

2.5 The sole authority to enter into, amend, or terminate any collective bargaining process, or to enter into, amend, or rescind any service agreement with another organization, shall rest exclusively with the Union. Service agreements are to be understood here as agreements for legal, bargaining, or representational support with another union or labour organization.

2.6 The GSA shall not:

- a) rescind or amend the Union's bylaws;
- b) interfere with the representation of graduate employees with respect to the collective agreement or their rights as academically employed graduate students;
- c) interfere with the Union's financial operations; or
- d) otherwise diminish or impair the Union's status as the bargaining agent for the bargaining unit.

2.7 The Union shall retain full autonomy over its internal governance, bylaws, and officer elections.

2.8 Any proposed review or amendment of either party's mutually relevant bylaws shall be undertaken in consultation with the other party before adoption.

2.9 The Parties are not required to adopt shared communication strategies, except where both expressly agree that such coordination is necessary.

2.10 Routine updates, notices, or statements shall be issued only with prior review by the responsible officer.

3. Resource Ownership and Operational Separation

3.1 The Parties shall maintain separate governance structures and retain exclusive ownership and control over their respective financial accounts, resources, and communications systems.

3.2 The roles outlined in Section 5 do not constitute a breach of this separation.

3.3 All resources of a Party, including facilities, personnel, and other tangible or intangible property, shall remain clearly labelled and recorded as the exclusive property of that Party.

3.4 For the purpose of this section, resources are:

- a) Facilities mean physical spaces and infrastructure, including offices, meeting rooms, storage areas, and equipment;
- b) Personnel mean employees and contractors engaged by a Party;
- c) Tangible or intangible property includes, but is not limited to, funds, intellectual property, data, records, and technology.

3.5 External personnel hired by a Party shall not be shared with the other Party. An exception applies to informal assistance provided voluntarily by members or staff, where such assistance is occasional, unpaid, and not part of their compensated duties. This voluntary assistance does not require prior approval.

3.6 Neither Party shall access the other's financial or membership records, except as required by applicable law, unless mutually agreed.

3.7 Both Parties shall promptly disclose to one another any issue, concern, or incident that materially affects their relationship or operations. Such disclosure shall be made to the respective executive bodies, or to the broader membership of each organization, in a form and manner mutually agreed upon so as to avoid undue harm to the reputation or public image of either Party.

4. Coordination, Shared Resources and Joint Engagement

4.1 The GSA will share responsibility with the Union for labour-related matters within any campus committees in which such matters arise, including but not limited to committees on the Campus Labour Council, the Equity, Diversity and Inclusion, or the Health and Safety Advisory Committee.

4.2 The membership of these committees shall be determined jointly by the Parties prior to the commencement of each committee's term, considering existing official agreements, including but not limited to MOUs or the Collective Agreement.

4.3 Individuals chosen to serve on said committees may be members of the Union or part of the broader graduate students' population. Their interactions shall be guided by the scope of the committee's mandate and by the principles established in existing agreements between the Parties.

4.4 Grievances that fall within the scope of labour matters shall be handled solely by the Union. Grievances outside those jurisdictional boundaries remain within the authority of the GSA. In such cases, the GSA may, at its discretion, involve the Union for advice or assistance, including but not limited to matters of jurisdictional assessment.

4.5 The Parties shall organize at least one joint event each academic year to promote cooperation between them and advance the interests of all graduate students.

4.6. Control over an event rests with the Party that initiates it and manages its planning and delivery. Where resources are committed jointly to an event, such commitments shall be governed by Section 3.

4.7 The GSA shall actively advocate to the University administration for the Union's inclusion in institutional events to safeguard the Union's access to graduate students and prevent its exclusion. Such events include, but are not limited to: graduate student orientation activities, information sessions, and other events where the scope or reach has labour-related implications.

4.8 There shall be no shared use of facilities, personnel, or other tangible or intangible resources between the Parties, except as may be expressly authorised in writing by both Parties for a defined purpose and duration.

5. Conflict Management and Vested Interests Avoidance

5.1 Given that the GSA President holds a seat on the University's Board of Governors, the GSA President shall recuse themselves from any GSA or Board deliberations, votes, or actions directly aiming at influencing active Union negotiations to avoid cases of perceived or real conflicts of interest.

5.2 To avoid any real or perceived conflicts of interest, no individual who serves as an executive officer of the Union shall hold an executive office in the GSA, and vice versa, except as provided under Section 5.3.

5.3 Exceptions to 5.2 may be made only if the dual role is expressly authorized by both Parties, enshrined in bylaws, regulations or any other governing piece of legislation. As the Collective Agreement refers to the Union President as an ex officio VP Labour, that position is included in this exception. In such cases, the role shall be advisory and non-voting only so as not to be directly involved in decision-making.

5.4 Voting representatives on the GSA Council may also hold a Union office, including but not limited to executive officer or member of the negotiating team. In any case of actual or perceived conflict of interest, such representatives shall recuse themselves from GSA deliberations, votes, or actions directly related to the matter.

5.5 Individuals may seek election to both Union and GSA executive positions; however, if elected to both, they shall choose one office and decline the other.

5.6 An individual serving in more than one capacity who engages in misconduct shall be subject exclusively to discipline of either the GSA or the Union in which the conduct arises and under their own procedures.

5.7 If a conflict arises between the Parties regarding ownership, control, or use of resources, the original membership of the asset shall prevail in determining resolution.

5.8 The Parties shall make every reasonable effort to resolve potential or actual conflicts of interest at the earliest opportunity and without unnecessary escalation. Where appropriate, and with the prior written consent of such bodies, other designated persons, trade unions or labour organizations may be invited to participate in the mediation of such conflicts.

5.9 With written agreement from both Parties, other designated individuals or representatives of labour organizations may assist in mediating such conflicts, provided their participation remains independent and does not breach the *Labour Relations Code* by introducing employer influence.

5.10 Confidentiality applies to all individuals involved, including officers, advisors, representatives, and guests. No party may disclose information from these proceedings except with mutual authorization or where disclosure is required by law. All individuals serving in any capacity as outlined in section 5.3 shall, prior to taking office, sign the mutual non-disclosure agreement set out in Annex B.

5.11 Individuals serving in these advisory roles may be excused from portions of a meeting for just cause, including conflicts of interest or the need to protect confidentiality or privacy.

5.12 In the event of a dispute between the Parties, costs of mediation, arbitration, or legal counsel shall be shared equally (50/50), unless the Parties agree otherwise in writing or such costs are covered by an existing service agreement involving one or both parties.

5.13 When deemed necessary by representatives of either Party, in-camera question-and-answer sessions may be held. A confidential record of such sessions shall be kept as secreted minutes. These minutes shall be accessible only to executives, unless otherwise released by formal resolution to prevent potential damage to the image or reputation of the Parties.

6. Trusteeship in Exceptional Circumstances

6.1 In the event that no elected officer of the Union remains able to fulfil their role, the GSA may assume trusteeship of the Union solely for the purposes and the circumstances described in Sections 6.2 and 6.3, and in the best interest of their graduate employed membership.

6.2 The circumstances that can arise are, inter alia, physical or health impairment, proven financial or administrative malfeasance or the resignation of all officers.

6.3 Where trusteeship is assumed, the GSA's role shall be limited for the purposes of:

- a) discharging immediate statutory and contractual obligations;
- b) maintaining access to, and continuity of, legal counsel and administrative support provided by organizations with which the Union has an existing service agreement, provided such involvement does not extend to internal governance; and
- c) organizing and conducting by-elections to restore a duly elected Union executive within forty-five (45) days from the date on which the GSA passes a resolution formally declaring trusteeship of the Union.

6.4 The trusteeship shall be strictly temporary and shall terminate immediately upon the installation and onboarding of new Union officers.

7. Liability

7.1 The GSA President or other executive members shall not incur personal liability for outcomes or resolutions arising from collective bargaining conducted by the Union, to the fullest extent permitted by law.

7.2 The Chair of the Union shall not incur personal liability for advisory functions provided to the GSA, to the fullest extent permitted by law.

7.3 Where decision-making may risk breaching applicable regulations or legislation, the Party seeking to proceed must first obtain independent legal counsel or the assistance of an external trade union or labour organization within its respective jurisdiction. This obligation is intended to ensure due diligence and to avoid conduct that could be construed as negligent, reckless, or contrary to applicable labour, occupational health and safety, or criminal law standards.

7.4 Nothing in this section shall limit liability for acts of fraud, bad faith, or willful misconduct.

8. Amendment and Termination

8.1 This MOU may be amended only by a written instrument executed by both Parties.

8.2 This MOU may be terminated only by mutual written agreement of both Parties, and no termination shall be used to impair or circumvent the Union's status as bargaining agent.

9. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the Province of Alberta, and, where applicable, the federal legislation.

10. Ongoing liaison

The Parties shall meet no fewer than one (1) time per calendar year to exchange information and to ensure the continued effective operation of this MOU.

11. Statutory Oversight and External Intervention


11.1 Should a conflict between the GSA and the Union escalate to the point of significantly impairing either Party's ability to meet its statutory obligations under any applicable law and regulation, either Party may notify the appropriate authorities in writing. Such obligations include, but are not limited to, maintaining internal democratic procedures and fulfilling fiduciary duties to their respective memberships.

11.2 Prior to seeking legal intervention, the Parties shall exhaust all available internal dispute resolution processes, as set out in this MOU, and shall rely primarily on independent third parties for mediation or facilitation. For greater certainty, the School of Graduate Studies, any other branch of the University's administration, and any organisation bound to the Union or the GSA through a service agreement for legal or administrative support shall not be engaged in the mediation or decision-making process, except in their existing advisory or service capacities.

11.3 In pursuing third-party assistance, the Parties may jointly invite other graduate associations, trade unions or labour organisations to participate in resolution efforts, provided that the written consent of such bodies is obtained in advance.

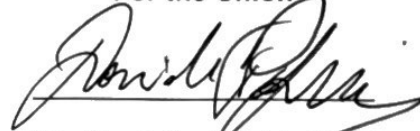
IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the Effective Date first written above.

For the GSA



(Jade Oldfield, President)

For the Union



(Davide Pafumi, VP Labour)

Annex A: International, Federal and Provincial Legislative Provisions

International Covenant on Civil and Political Rights

Article 22

1. Everyone shall have the right to freedom of association with others, including the right to form and join trade unions for the protection of his interests.

International Covenant on Economic, Social and Cultural Rights

Article 8

1. The States Parties to the present Covenant undertake to ensure:
 - (a) The right of everyone to form trade unions and join the trade union of his choice, subject only to the rules of the organization concerned, for the promotion and protection of his economic and social interests. No restrictions may be placed on the exercise of this right other than those prescribed by law and which are necessary in a democratic society in the interests of national security or public order or for the protection of the rights and freedoms of others;

American Declaration of the Rights and Duties of Man

Article 22

Every person has the right to associate with others to promote, exercise and protect his legitimate interests of a political, economic, religious, social, cultural, professional, labor union or other nature.

Charter of the Organization of American States

Article 45

(c) Employers and workers, both rural and urban, have the right to associate themselves freely for the defense and promotion of their interests, including the right to collective bargaining and the workers' right to strike, and recognition of the juridical personality of associations and the protection of their freedom and independence, all in accordance with applicable laws

Canadian Charter of Rights and Freedoms

Section 2: Fundamental Freedoms

Everyone has the following fundamental freedoms:

...

(d) freedom of association.

Canadian Bill of Rights

Section 1: Recognition and declaration of rights and freedoms

It is hereby recognized and declared that in Canada there have existed and shall continue to exist without discrimination by reason of race, national origin, colour, religion or sex, the following human rights and fundamental freedoms, namely,

...

(e) freedom of assembly and association;

Post-secondary Learning Act (Alberta)

Section 95: Management of Student Organizations

- (1) The business and affairs of a student organization of a public post-secondary institution must be managed by a council, the members of which are
 - (a) to be elected by and from the members of the student organization as provided in the bylaws made by the council under subsection (2), or
 - (b) if it is the first council of the student organization, to be elected in accordance with the procedures prescribed by the initial governing authority under section 5(2)(b)(ii) or 42(2)(b)(ii).
- (2) The council of a student organization may make bylaws governing
 - (a) the requirements for membership in the student organization;
 - (b) the qualifications for election as a member of the council and the time and manner of conducting the elections;
 - (c) the number of persons and the officers that the council is to consist of;
 - (d) the calling of meetings of the council and the quorum and conduct of business at those meetings;
 - (e) in the case of a students association, the maintenance of the association by the levy of membership fees on its members;
 - (f) in the case of a graduate students association, the maintenance of the association by the levy of membership fees on its members;
 - (f.1) in the case of a graduate students association, its role as bargaining agent for academically employed graduate students, which must require the association to ascertain and act on the wishes of the academically employed graduate students;
 - (f.2) in the case of a graduate students association in its role as bargaining agent for academically employed graduate students, the charging of union dues and the amount of those dues;
 - (g) the acquisition, management and disposition of property by the student organization;
 - (h) any other matter pertaining to the management and affairs of the student organization.

(2.1) A bylaw made under subsection (2)(f.1) must be filed with the Labour Relations Board for approval.

(2.2) The Labour Relations Board shall approve the bylaw if it is satisfied that the bylaw requires the association to ascertain and act on the wishes of the academically employed graduate students.

(4) The council of a students association is the official channel of communication between the students of a public post-secondary institution, other than graduate students in the case of a university with a graduate students association, and the board. (5) The council of a graduate students association is the official channel of communication between the graduate students of a university and the board.

Alberta Labour Relations Code

Division 2: Employee and Employer Rights

Section 21 — Rights of employees and employers

- (1) An employee has the right
 - (a) to be a member of a trade union and to participate in its lawful activities, and
 - (b) to bargain collectively with the employee's employer through a bargaining agent.
- (2) An employer has the right
 - (a) to be a member of an employers' organization and to participate in its lawful activities,
 - (b) to bargain collectively with the employer's employees, and
 - (c) to conduct collective bargaining through an employers' organization.

Section 22 — Discrimination, etc.

No employer or trade union or any person acting on their behalf shall discriminate against a person in regard to employment or membership in a trade union, or intimidate or coerce a person or impose a pecuniary or other penalty on a person, because the person

- (a) has testified or otherwise participated in or may testify or otherwise participate in a proceeding authorized or permitted under a collective agreement or in a proceeding under this Act,
- (b) has made or is about to make a disclosure that the person may be required to make in a proceeding authorized or permitted under a collective agreement or in a proceeding under this Act, or
- (c) has made an application or filed a complaint under this Act.

Division 9.1: Post-Secondary Academic Bargaining

Section 58.1 — Interpretation

- (1) In this Division, "board of public post-secondary institution" means
 - (a) the board of governors of a university,
 - (b) the board of governors of a comprehensive community college, and
 - (c) the board of governors of a polytechnic institution.
- (2) Definitions in section 1 of the Post-secondary Learning Act of terms used in this Division apply to this Division.

Section 58.4 — Boards, graduate students and bargaining agents

- (1) For the purposes of this Act,
 - (a) the board of governors of a university is an employer while it is acting as the employer of its academically employed graduate students,
 - (b) the academically employed graduate students of a university are employees of the board of governors of the university, and
 - (c) the graduate students association of a university is the bargaining agent for the academically employed graduate students of the university and has exclusive authority to bargain collectively on behalf of the academically employed graduate students and to bind them by a collective agreement.
- (2) The graduate students association of a university is deemed for the purposes of this Act to be a trade union for the purposes of acting as bargaining agent for the academically employed graduate students at the university.

Division 23: Prohibited Practices

Section 148(1) — Prohibited Practices by Employer, etc.

No employer or employers' organization and no person acting on behalf of an employer or employers' organization shall

- (a) participate in or interfere with
 - (i) the formation or administration of a trade union, or
 - (ii) the representation of employees by a trade union,
- or
- (b) contribute financial or other support to a trade union.

Section 149(1) — Prohibited Practices by Employer, etc.

No employer or employers' organization and no person acting on behalf of an employer or employers' organization shall

- (a) refuse to employ or to continue to employ any person or discriminate against any person in regard to employment or any term or condition of employment because the person
 - (i) is a member of a trade union or an applicant for membership in a trade union,
 - (ii) has indicated in writing the person's selection of a trade union to be the bargaining agent on the person's behalf,
 - (iii) has been expelled or suspended from membership in a trade union for a reason other than a failure to pay the union dues, assessments and initiation fees referred to in section 26.1(1)(b) uniformly required to be paid by all members of the trade union as a condition of acquiring or retaining membership in the trade union,
 - (iv) has testified or otherwise participated in or may testify or otherwise participate in a proceeding under this Act,

- (v) has made or is about to make a disclosure that the person may be required to make in a proceeding under this Act,
- (vi) has made an application or filed a complaint under this Act,
- (vii) has participated in any strike that is permitted by this Act, or
- (viii) has exercised any right under this Act;
- (b) impose any condition in a contract of employment that restrains, or has the effect of restraining, an employee from exercising any right conferred on the employee by this Act;
- (c) seek by intimidation, dismissal, threat of dismissal or any other kind of threat, by the imposition of a pecuniary or other penalty or by any other means, to compel an employee to refrain from becoming or to cease to be a member, officer or representative of a trade union;
- (d) suspend, discharge or impose any financial or other penalty on an employee, or take any other disciplinary action against an employee, by reason of that employee's having refused to perform an act prohibited by this Act;

Section 151 — Prohibited practices by trade union

- (1) No trade union and no person acting on behalf of a trade union shall
 - (a) seek to compel an employer or employers' organization to bargain collectively with the trade union if the trade union is not the bargaining agent for a unit of employees that includes employees of the employer;
 - (b) bargain collectively or enter into a collective agreement with an employer or employers' organization in respect of a unit, if that trade union or person knows, or in the opinion of the Board ought to know, that another trade union is the bargaining agent for that unit of employees;
 - (c) participate in or interfere with the formation or administration of an employers' organization;
 - (d) ... attempt, at an employee's place of employment during working hours, to persuade the employee to become, refrain from becoming or cease to be a member of a trade union (subject to s.151.1 and employer consent);
 - (e) authorize, encourage or consent to a refusal by any employee in a unit in respect of which the trade union is the bargaining agent to perform work for the employee's employer for the reason that other work was or will be performed or was not or will not be performed by persons who were not or are not members of a trade union or a particular trade union;
 - (f) use coercion, intimidation, threats, promises or undue influence of any kind with respect to any employee with a view to encouraging or discouraging membership or activity in or for a trade union;
 - (g) require an employer to terminate the employment of an employee because the employee has been expelled or suspended from membership in the trade union for a reason other than failure to pay uniformly required union dues, assessments and initiation fees;
 - (h) expel or suspend a person from membership in the trade union or impose any penalty on a person by reason of the person having refused to perform an act that is contrary to this Act;
 - (i) expel or suspend a person from membership in the trade union or impose any penalty on a person

- (i) for engaging in employment in accordance with the terms of a collective agreement between the person's employer and the trade union, or
- (ii) for engaging in employment with an employer not party to a collective agreement with the trade union if that employment does not threaten the trade union's legitimate interests or if the trade union fails to make reasonable alternate employment available ... unless the trade union and that person are participating in a lawful strike.

Section 152 — Prohibited practices by trade union

- (1) No trade union or person acting on behalf of a trade union shall
 - (a) expel or suspend a person from membership in the trade union or deny membership in the trade union to a person by applying to the person in a discriminatory manner the membership rules of the trade union;
 - (b) take disciplinary action against or impose any form of penalty on a person by applying to the person in a discriminatory manner the standards of discipline of the trade union.
- (2) ... the Board has no jurisdiction to hear a complaint under subsection (1) unless the complainant has first pursued an appeal within the trade union, and the union failed to deal with the matter within six months.
- (3) ... the Board may waive subsection (2) if the circumstances require that the complaint be dealt with without delay, or if the complainant was not given ready access to a reasonable appeal procedure.

Section 153 — Fair representation

- (1) No trade union or person acting on behalf of a trade union shall deny an employee or former employee who is or was in the bargaining unit the right to be fairly represented by the trade union with respect to the employee's or former employee's rights under the collective agreement.
- (2) Subsection (1) does not render a trade union liable to an employee for financial loss if
 - (a) the trade union acted in good faith in representing the employee, or
 - (b) the loss was the result of the employee's own conduct.
- (3) When a complaint is made in respect of an alleged denial of fair representation ... the Board may extend grievance timelines if the denial has resulted in loss of employment or substantial work, there are reasonable grounds for the extension, and the employer will not be substantially prejudiced.
- (3.1) ... the Board may reject a complaint summarily where the complainant has refused to accept a fair and reasonable settlement.
- (4) ... where a union has established an appeal or review process approved by the Board, no complaint may be made except with the Board's consent unless the complainant has pursued that process and either it remains outstanding for longer than is reasonable or the complainant continues to allege denial of fair representation within 45 days after the conclusion of the appeal.
- (5) ... the Board shall consider the results of an appeal or review process in assessing any complaint.

- (6) ... the Board may approve an appeal or review process if it is sufficiently robust to fairly assess grievances, investigate them, and assess employee rights under the *Alberta Human Rights Act* or other employment enactments.

Annex B: Mutual Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is established by the Graduate Students' Association ("GSA") and the Union of Lethbridge Graduate Assistants ("Union") at the University of Lethbridge, both of whom are collectively known as the "Organizations." It applies as a condition of holding office or serving in any capacity under section 5.3 of the 2025 Memorandum of Understanding ("MOU") and is entered into by the undersigned individual (the "Appointee").

MUTUAL NON-DISCLOSURE AGREEMENT

Between:

The Organizations

and

The Appointee

1. Definitions

For purposes of this Agreement, "Confidential Information" means any information disclosed, received, or obtained in the course of duties under the MOU, whether in written, oral, electronic, or other form, including but not limited to:

- a) "Personal information" as defined in the Alberta Personal Information Protection Act (PIPA), being any information about an identifiable individual;
- b) Legal advice;
- c) Information about contractual negotiations or negotiations to resolve disputes;
- d) Personal information about members of the Organizations or their families;
- e) Banking and financial information;
- f) Confidential information disclosed by an employee or representative of the University;
- g) Confidential information provided in confidence by third parties to the Organizations;
- h) Draft documents, internal deliberations, or strategic planning materials;
- i) Information discussed in any closed session or meeting of the Organizations;
- j) Information identified, either in writing or verbally, as confidential or privileged;
- k) Electronic communications, records, or data systems of the Organizations.

2. Obligations

As the Appointee, I agree that:

- a) I will familiarize myself with the confidentiality practices of the Organizations as noted in this Agreement.
- b) All Confidential Information is strictly confidential and may only be collected, used, or disclosed in accordance with the Organizations' policies and applicable provincial and federal legislation, including PIPA, as amended from time to time.
- c) All Confidential Information belongs to the Organizations, and I will not collect, use, or disclose it without proper authorization.

- d) I will not collect, use, or disclose any Confidential Information in any manner, or for any purpose, that may be detrimental to either Organization, or for a purpose other than that for which the information was collected or received.
- e) I will guard Confidential Information by making my best effort to prevent any unauthorized access, use, or disclosure.
- f) I will not tamper with, destroy, falsify, or otherwise improperly deal with any records or files of the Organizations.
- g) If I am unsure of the appropriate action regarding Confidential Information, I will immediately seek direction from the appropriate governing body of the Organizations.

3. Exclusions

For clarity, Confidential Information does not include:

- a) Information that is already publicly available through no breach of this Agreement;
- b) Information that becomes publicly available after disclosure under this Agreement, other than through a breach by the Appointee;
- c) Information independently developed or obtained by the Appointee without use of or reference to Confidential Information;
- d) Information the Appointee is required by law to disclose, including disclosures protected by whistleblower legislation, labour law, or regulatory reporting obligations;
- e) General knowledge, skills, or experience acquired by the Appointee during their service that is not specific to the Confidential Information of the Organizations.

4. Accountability

I understand that:

- a) Nothing in this Agreement limits the Appointee's right or duty to express opinions in public forums or to offer constructive criticism while participating in authorized processes of the Organizations, including but not limited to general membership meetings, grievance procedures, and committee work provided for in the bylaws or policies of the Organizations.
- b) The Appointee shall exercise the rights described in this section honestly and in good faith, which means without knowingly providing false or misleading information. Honest mistakes, differences of opinion, or reasonable reliance on available information shall not be necessarily treated as a breach of this obligation.
- c) In consideration of the Appointee's role, participation in grassroots or informal member actions outside of authorized processes is inappropriate.
- d) This Agreement does not restrict disclosure that is required or expressly protected by law, including but not limited to reporting obligations under privacy or labour legislation, or disclosure to regulatory or oversight authorities.
- e) Where disclosure under law is required or protected, the Appointee shall, wherever reasonably possible and appropriate, provide notice to the Organizations in advance, unless doing so would undermine the purpose or protection of the disclosure.
- f) The Appointee shall not be subject to retaliation, discipline, or adverse consequences for exercising the rights described in this section in good faith.

5. End of Term

When my service as an Appointee ends, I agree:

- a) To deliver promptly to the Organizations all original documents, materials, and copies of Confidential Information, including electronic files; and
- b) To destroy all material constructed from Confidential Information, including electronic files.
- c) My confidentiality obligations under this Agreement will survive and continue after the end of my service as an Appointee.

6. Enforcement

If I inadvertently or otherwise breach this Agreement, I will immediately notify the Organizations and use best efforts to mitigate the effect of the breach. Should I contravene this Agreement, the governing bodies of the Organizations may determine how to proceed, and the Organizations reserve the right to take disciplinary or legal action.

By signing below, I affirm that I have read, understood, and agree to be bound by this Agreement.

(Printed Name of Appointee)

(Printed Name of Witness)

(Signature of Appointee)

(Signature of Witness)

(Date dd/mm/yyyy)