

**GENERAL BY-LAWS OF**  
**MATHEMATICS, ACTUARIAL AND STATISTICS STUDENT ASSOCIATION**

*Adopted ( \_\_ for, \_\_ against, 0 abstentions) by resolution of the Special General Assembly on*  
*(DATE)*

**DEFINITIONS**

“Academic year” shall mean the regular session, comprising of the Fall and Winter semesters, as determined in the most recent version of the Undergraduate Calendar of the University;

“Accreditation Act” shall mean the Act Respecting the Accreditation and Financing of Students’ Association, R.S.Q., c. A-3.01, and any amendment thereto, either past, present or future;

“ASFA” shall mean the Concordia University Arts and Science Federation of Student Associations;

“Association” or “MASSA” shall mean the Mathematics, Actuarial, and Statistics Students Association;

“By-Laws” shall mean the present by-laws, including annexes, and any other by-laws of the Association which are in force at the time, as well as any amendments thereto;

“Companies Act” shall mean the Companies Act, R.S.Q., c. C-38, and any amendment thereto, either past, present or future;

“CSU” shall mean the Concordia Student Union;

“Day” means a calendar day excluding week-ends, holidays or days when the University is closed;

“Department” shall mean the department of Mathematics and Statistics of Concordia University;

“Executive Council” means all the Executive Members of the Association;

“Faculty” shall mean the faculty of Arts & Science of Concordia University;

“Mandate” shall mean the period starting on June 1 and ending on May 31 of the following calendar year;

“Quorum” shall mean the minimum amount of voting members required for a decision to be recognized and legally binding on the association and all its members;

“Robert’s Rules” shall mean the latest edition of Robert’s Rules of Order of parliamentary procedure;

“University” shall mean Concordia University in Montreal, Quebec;

### **Article 1: MASSA**

1.1 MASSA shall be an abbreviation for, in English, the “Mathematics, Actuarial and Statistics Student Association” of Concordia University. In the French language, MASSA shall be an abbreviation for “L’Association des étudiants en mathématiques, actuariat, et de statistiques” of Concordia University.

### **Article 2: Objectives**

2.1 The objectives of the Association shall be to represent its Members (defined in Article 3.1) in accordance with the Accreditation Act; to represent their rights and interests academically, politically and socially.

2.2 The Association shall achieve its objectives by bringing forth its Member’s opinions and interests to the Department, organizing events and creating opportunities to encourage a spirit of community for its Members.

2.3 The Association must interact and network with the administration and professors of the Department to defend the rights and promote the interests of the members.

2.4 The Association may cooperate with other organizations to achieve these objectives.

### **Article 3: Membership**

3.1 Every undergraduate student of the University enrolled in an honor, specialization, major or minor program of study within the Department and paying the membership fee shall be a member of the Association.

3.2 Every Member of the Association, apart from the President, shall have the right to vote in all elections, by-elections, meetings, and any referenda. The President may only cast a vote in the case of a tie or a secret ballot.

3.3 Every Member of the Association has the full right and privilege to exercise the by-laws of the Association.

3.4 The membership fee of each Member shall be \$ 0.00 per credit. The fee shall be reimbursable

#### **Article 4: General Assembly**

4.1 The General Assembly's purpose is to hear reports from the executives, receive financial reports, appoint the auditors, and to consult the Members on the priorities and the general affairs of the Association.

4.2 A General Meeting can be called by the President or any three (3) Executive Members.

4.3 The chairperson of any Assembly shall be the President. If the President cannot act as chairperson for an Assembly, he/she must appoint another member of the Executive Council.

4.4 The VP Internal will act as secretary at the Assembly to take minutes. The minutes must contain all principal arguments and motions with vote counts. General Assembly proceedings are according to Robert's Rules.

4.5 Notice of any General Assembly shall be 7 Days. The notice shall be sent by e-mail, on the Association's website and on social media.

4.6 Quorum at any General Assembly shall be 5% of the members or 40 members (whichever is lower).

#### **4.7 Special General Assemblies**

4.7.1 The Special General Assembly's purpose is to ratify By-Law changes and/or to address specific topics.

4.7.2 A Special General Assembly can be called by the President, any three (3) Executive Members or upon the request of 5% of the Members. The request must contain the items of business to be included on the agenda of the Special General Assembly. Only the items contained in the notice of meetings can be discussed at a Special General Assembly.

4.7.3 Articles 4.3, 4.4, 4.5, 4.6 apply, with "Special General Assembly" in place of "General Assembly".

## Article 5: Executives

5.1 MASSA shall be governed by an Executive Council of seven (7) members consisting of the President and six (6) Vice-Presidents.

5.2 **The President** is a signing authority and will act as the main representative of the Association. The President oversees all affairs of the Association. At the beginning of his/her mandate, the President must ensure that the Association's registration with the Registraire des entreprises is valid and up-to-date, and, with the approval of the Vice President of Finance, may retain legal counsel to do so.

5.3 **The Vice President Finance** is a signing authority and will hold responsibility over the financial matters of the Association. The VP Finance must ensure that an auditor is appointed by the members.

5.4 **The Vice President Academic** is responsible for organizing and coordinating academic events for the Association. These events shall include, but not be limited to, workshops, speaker panels, and any event of an academic nature.

5.5 **The Vice President Social** oversees the organization and coordination social events for the Association. These events shall include, but not be limited to, social gatherings, trips, and any event of a social nature.

5.6 **The Vice President Internal Affairs** serves as the liaison between the internal organizations of the University and the Association. Overseeing the formation of, chair as necessary, and to review and maintain a hard copy of Robert's Rules of Order. Maintaining and keeping the minutes and attendance of any Assembly and meetings of Executive Members. To assume the duties and responsibilities of the President in the President's absence. The Vice of President Internal Affairs shall assist the research for internships, scholarships, and funding opportunities from organizations internal to the University. He/She shall also serve as Secretary of the Association.

5.7 **The Vice President External Affairs** is in charge of providing leadership and coordination in planning and programming efforts to amplify the goodwill of the university and the financial aspect of the Association in both short term and long term. In addition, the person must be aware and address any issues/ideas of the University and student life.

5.8 **The Vice President Communications** is responsible for developing and delivering a communication plan that will lead the Association into achieving the vision and goal set forth. He/She oversees public relations and works to enhance the reputation of the Association, oversees the distribution of information regarding social and academic activities.

**5.9 Terms of Office:** The term for all executives shall be 1 year starting on June 1<sup>st</sup> following their election and ending on May 31<sup>st</sup> the following year. Executives are eligible for re-election.

**5.10 Resignation:** Executives can resign by sending a letter to the President or the Vice-President internal affairs.

- Any Executive who wishes to resign their office may do so by sending written notice to the Internal Affairs Coordinator of ASFA. No person is formally resigned until ASFA is made aware.

**5.11 Removal from office:** An executive can be removed from office by a 2/3 majority vote by the Members at a Special General Assembly. The Executive Member facing removal must receive the notice of meeting 7 Days before the date of the Special General Assembly. The notice must contain the reasons for his removal. The Executive Member facing removal will have the right to speak at the Special General Assembly or send written argumentation that will be read by the chair of the meeting. Upon removal of an executive the special general meeting may fill the vacancy at the same meeting.

#### **5.12 Executive Council Meetings**

5.12.1 Meetings of the Executive Council can be called by the President or any 2 executives.

5.12.2 The notice and any documents related to the meeting must be sent 3 days in advance to each Executive Member. In case of emergency the notice can be reduced to 24 hours. Notwithstanding, a meeting can be held at any time/place providing that all executives waive notice of the meeting.

5.12.2 The President and Vice-President Internal Affairs shall act respectively as chair and secretary of the Executive Council.

5.12.3 Executive Members are allowed to participate by telephone, video conference or using any other technology to an Executive Council meeting as long as every Executive Member has access to the same technology and be allowed to participate in all matters debated and voted at the meeting.

5.12.4 Quorum for all meeting of the Executive Council shall be a majority of the Executive Members presently holding office.

5.12.5 Meetings of the Executive Council shall be governed by Robert's Rules. Should there be a conflict between Robert's Rules and these By-Laws or policies of MASSA, the latter takes precedence.

**5.13 Remuneration:** Executives are not remunerated for holding office. With prior approval from Vice President Finance for the expense incurred, they are entitled to be reimbursed for expenses incurred related to their duties upon presentation of proper justification.

## **Article 6: Committees**

6.1 The purpose of each committee is to submit propositions to the Executive Council regarding its specific area of concern.

6.2 Each committee must submit a written report on their activities at the end of each semester to the Executive Council.

6.3 One (1) member of each committee who is not an Executive Member must be present at each meeting of the Executive Council. If no member of a given committee is present at two (2) consecutive Executive Council meetings, the Executive Council may vote to replace the membership of the committee.

6.4 The President is a member ex-officio of every committee.

6.5 Quorum for each committee is the majority of its members.

### **6.6 The Social Committee**

6.6.1 The purpose of the Social Committee is to plan social events for the Members. The Social Committee is composed of the Vice-President Social and up to 4 members who are not Executive Members.

6.6.2 The Social Committee must organize a social event within the first three (3) weeks of each of the Fall and Winter semesters. The Social Committee must plan a minimum of two (2) social events for each of the Fall and Winter semesters.

6.6.3 The Social Committee must take the Members' academic and professional duties into account when choosing the date of each event and avoid planning an event conflicting with an important academic event or final examinations.

6.6.4 The Social Committee shall focus on the participation of first-year students at its events.

### **6.7 The Academic Committee**

6.7.1 The purpose of the Academic Committee is to plan academic events for the Members, and to oversee the academic affairs of the Members. The Academic

Committee shall also receive the input of Members regarding academic affairs, and may serve as a mediator in resolving conflicts regarding academic affairs.

6.7.2 The Academic Committee is composed of the Vice-President Academic and up to 4 other Members who are not executive members.

6.7.3 The Academic Committee must organize the Mathematics Wine & Cheese event to be held within the first two (2) weeks of class. The Mathematics Wine & Cheese shall not take place when a prospective employer holds an event with a similar objective. The Academic Committee must plan a minimum of two academic events for each of the Fall and Winter semesters. (The Mathematics Wine & Cheese counts toward meeting that minimum.)

## **6.8 The Representation Committee**

6.8.1 The purpose of the Representation committee is to ensure that the interests of the Association and its Members are properly represented. The Representation Committee is composed of the President, the Vice-President Finance, the Vice-President Communications, one (1) student from each of the five (5) majors in the Department (Actuarial Mathematics, Mathematics and Computational Finance, Mathematics and Statistics, Pure and Applied Mathematics and Statistics), and one (1) student who will act as the First-Year Representative.

6.8.2 The Representation Committee must ensure that the Members are properly represented at the Faculty (ASFA) and University (CSU) level. It will also ensure that the funds paid by the Members to those student groups are properly managed in the interest of the members of MASSA.

## **6.9 The Finance Committee**

6.9.1 A Finance Committee may be appointed by the Vice-President Finance if need be. The purpose of the Finance Committee is to research scholarships, non-academic sponsorships, funding opportunities from organizations internal to the University and to oversee the financial affairs of the Members.

6.9.2 The Financial Committee is composed of the Vice-President Finance and up to 3 members who are not Executive Members.

## **6.10 The Communications Committee**

6.10.1 A Communications Committee may be appointed by the Vice-President of Communications if need be. The purpose of the Communications Committee is to help promote events organized by the Association and to create content for the Association's

social media platforms.

6.10.2 The Communications Committee is composed of the Vice-President of Communications and up to 3 members who are not Executive Members.

### **Article 7: Student Groups**

7.1 A society/student group within the Department can ask to be recognized by the Association. Upon recognition, the Association may assist the society/student group financially (if budget allows) and logistically.

7.2 The Association is not liable for any financial or legal situation of a recognized society/group within the Department. However, the Association may aid any student group in performing transactions or receiving donations.

7.3 Each society/student group can request to meet with the Executive Council and will be invited to the next meeting of the Executive Council.

7.4 Each society/student group must submit a list of its Members and By-Laws/Constitution to the Association once per semester. Upon request by the President or Executive Council the society/student group must meet with the Executive Council.

### **Article 8: Conflict of interest**

8.1 Any member of the executive shall disclose any organizations that he or a member of his immediate family that has a business interest that intends to contract with MASSA. When any business with such organization arises, the member shall abstain from participating except to answer questions from executive members in any discussion and vote on the issue.

8.2 An executive member must report any situation of conflict of interest he/she is facing to the Executive Council and such conflict must be noted in the minutes of the meeting following the disclosure.

### **Article 9: Limitation of Liability**

No executive member, officer or employee shall be liable for the acts, receipts, neglects or defaults of any other executive member, officer or employee, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to MASSA through the insufficiency or deficiency of title to any property acquired for or on behalf of MASSA or for the insufficiency or deficiency of any security in or upon which any of the moneys of MASSA shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts



of any person with whom any of the moneys, securities or effects of MASSA shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the moneys, securities or effects of MASSA shall be deposited, or for any loss occasioned by any error in judgment or oversight on such person's part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his or her office or employment or in relation thereto, unless the same are occasioned by such person's own negligence or willful default; provided that nothing herein shall relieve any executive member, officer or employee from the duty to act in accordance with the Act or from liability for any breach thereof.

### **Article 10: Indemnification**

MASSA shall indemnify an executive member or officer of MASSA, a former executive member or officer of MASSA or a person who acts or acted at MASSA as an executive member or officer of a body corporate of which MASSA is or was a shareholder (or other type of equity holder) or creditor, and such person's heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by such person in respect of any civil, criminal or administrative action or proceeding to which such person is made a party by reason of being or having been an executive member or officer of MASSA, Company or body corporate, to the full extent permitted by the Act and by law. MASSA is authorized to enter into agreements evidencing its indemnity in favour of the foregoing persons to the full extent permitted by law and may purchase and maintain insurance against the risk of its liability to indemnify pursuant to this provision.

### **Article 11: Execution of Contracts**

11.1 Contracts, documents or other instruments in writing requiring the execution by MASSA are signed by the President and the Vice-President Finance or any officer or executive member as authorized by the board of executive members. All contracts, documents or other instruments in writing so signed shall be binding upon MASSA without any further authorization or formality.

11.2 All contracts requiring any incurred expenses of over three hundred dollars (\$300) must be brought to an Executive Council meeting to be approved by vote.

### **Article 12: Banking and Borrowing Arrangements**

The banking business of MASSA including, without limitation, the borrowing of money and the giving of security therefore, shall be transacted with such banks, trust companies or other

bodies corporate or organizations and under such agreements, instructions and delegations of powers as the executive members determine from time to time. Without limiting the borrowing powers of MASSA, the board may from time to time: (a) borrow money upon the credit of MASSA; (b) issue, re-issue, sell or pledge bonds, debentures, notes, or other evidence of indebtedness or guarantee of MASSA, whether secured or unsecured; and (c) mortgage, hypothecate, pledge, or otherwise create an interest in or charge upon all or any property (including the undertaking and rights) of MASSA, owned or subsequently acquired, by way of mortgage, hypothec, pledge or otherwise, to secure payment of any such evidence of indebtedness or guarantee of MASSA. Nothing in this section limits or restricts the borrowing of money by MASSA on bills of exchange or promissory notes made, drawn, accepted, or endorsed by or on behalf of MASSA.

### **Article 13: Corporation Books**

MASSA shall maintain at its head office a book or books containing the following:

- a) These by-laws and any amendments to it;
- b) The names and addresses of the Executive members and the dates upon which they became and cease to be such;
- c) Minutes of all the meetings of the Executive Council, as signed by the Vice-President Internal Affairs.

### **Article 14: Fiscal Year**

The Fiscal Year of MASSA shall terminate on May 31<sup>st</sup>.

### **Article 15: Head Office**

The Head Office of MASSA will be in the city of Montreal, Province of Quebec.

### **Article 16: Delegation of Powers**

The executive council may, from time to time, entrust to and confer upon any one or more of the Executive members or any standing or special committee or any officer or officers of

MASSA for the time being or any corporation or person or attorney or agent or trustee, either within or without Canada such of the powers exercisable by the executive members as they think fit, including the powers to sub-delegate, for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as they may deem expedient and may from time to time revoke, withdraw, alter or vary all or any of such powers.

#### **Article 17. Authority of the By-Laws**

All amendments, regulations, resolutions, motions or decisions of MASSA, including, but not limited to those made by the executive, the Executive Council or General Assembly must be made in conformity with these by-laws. In the event of any conflict between these by-laws and any regulations of MASSA, these by-laws shall take precedence.

#### **Article 18: Enactment or amendment of By-Laws**

Amendments to these By-Laws and the adoption of any new by-law must be approved by a majority of the executive council and ratified by a majority of the members at a general meeting.

#### **Article 19: General Provisions**

In these by-laws the masculine shall include the feminine, singular shall include the plural and vice-versa, where appropriate.