

Association Address:

200-141 Laurier Avenue West Ottawa, ON K1P 5J3 www.federationhss.ca contact@federationhss.ca (613) 238-6112

Congress Participation Agreement

This Agreement is made as of [date]	between:
Canadian Federation for the Humanities 200-141 Laurier Ave. W. Ottawa, ON K1P 5J3	and Social Sciences (the "Federation")
and	
Association Name: Association's # and Acronym:	(the "Association")

(each a "Party", collectively the "Parties")

WHEREAS the 2025 Congress of the Humanities and Social Sciences ("Congress") is taking place at George Brown College ("the Partner Institution") from May 30 to June 6, 2025,

AND WHEREAS the Association wishes to host its 2025 annual conference (the "Conference") at Congress,

NOW THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- The Federation will be responsible for organizing and coordinating Congress, as set out in this Agreement. The Association agrees to hold the Conference at Congress and will be responsible for organizing and coordinating the Conference, except for the responsibilities for which the Federation is responsible as set out in this Agreement. Each Party agrees that it will fulfill its responsibilities in respect of Congress and the Conference as set out on Schedule "A" attached to this Agreement.
- The Association acknowledges that the Federation will be solely entitled to determine the dates of the Conference within Congress and the space allocations for the Association's use at Congress.
- 3. All individuals attending Congress (including without limitation speakers, presenters, panelists, organizers, staff, board members and those chairing or attending a session at the Conference and individuals invited by the Association) are required to register and pay the Congress registration fees (the "Registration Fees") in addition to any fees charged by the Association for the Conference. For further certainty, this does not apply to individuals who are using one of the Association's allotted complimentary passes. The number of complimentary passes allotted to

the Association will be determined by the Federation in accordance with its policies and procedures.

- 4. The Association will establish registration fees for the Conference that fully cover the costs for all of the events, sessions, subsidies, and expenses incurred at Congress by the Association, including in respect of the Conference (the "Conference Fees"). The Conference Fees will be collected via the Federation's Congress Registration System, and once finalized, will not be changed by the Association. The Federation will collect the Conference Fees and use those fees to pay the expenses related to the Conference and the Services, as set out in this Agreement (the "Association's Expenses"). If the Conference Fees are less than the Association's Expenses, the Association will make payment to the Federation of the difference between the Conference Fees and the Association's Expenses within 30 days following issuance of the statement of accounts. If the Conference Fees are more than the Association's Expenses, the Federation will make payment to the Association of the difference between the Conference Fees and the Association's Expenses within 30 days following issuance of the statement of accounts.
- 5. The Association will not use a registration system other than the Federation's Congress Registration System for any aspect of Congress or the Conference.
- 6. The Association agrees that all catering, furnishings, accessibility services, meeting spaces and audio-visual orders (the "Services") for events happening during, or in conjunction with, the Conference must be requested through the Federation's Organizers Portal. Any requests made outside the Organizers Portal are not binding on the Federation and will not be actioned or supported by the Federation. The Association will not obtain Services from any third party in respect of events happening during or in conjunction with the Conference.
- 7. The Association agrees that they are responsible for meeting the deadlines set by the Federation in respect of planning and implementation of Congress, including as outlined in the Congress planning cycle, in order to allow the Federation and the Partner Institution to effectively provide the Services.
- 8. The Association agrees that it is responsible for acknowledging and committing to upholding the values of equity, diversity, inclusion, and decolonization, and for complying with the Federation for the Humanities and Social Sciences' Code of Conduct (the "Code of Conduct") and notifying their Conference attendees of this requirement. The Association acknowledges that the Federation may remove any Congress attendee from Congress (including the Conference) for violating the Code of Conduct.
- 9. In the event that the Association determines that it no longer wishes to participate in Congress in-person on the campus of the Partner Institution, whether due to labour stoppages or other campus related concerns, the Association may provide notice to the Federation that it wishes to participate in Congress only online, subject to the following terms and conditions:
 - 1. The notice must be provided a minimum of 30 days in advance of Congress;

- The Federation will not refund any amounts paid by the Association for Services past the cancellation deadline, Registration Fees in respect of Congress or the Conference or other expenses;
- 3. The Association will make payment of any costs in respect of Services already requested by the Association or in respect of the Conference for which the Federation is required to make payment to a third party or for which the Federation cannot receive a refund; and
- 10. The Association agrees that it may terminate this Agreement only if termination is permitted pursuant to the Association Commitment Policy attached to this Agreement as Schedule "B" and, if permitted, only on payment of the costs associated with the termination. The Association Commitment Policy is incorporated into this Agreement by reference. In the event of a termination hereunder, the Association and the Federation will work together to ensure that all existing legally binding commitments to third parties are met.
- 11. The Association agrees that it has read and agrees to the Association Commitment Policy attached to this Agreement as Schedule "B" and understands that should it choose to terminate this Agreement or withdraw its Conference at Congress, the Association will be required to pay the applicable fee, which is not a penalty.
- 12. The Federation may terminate this Agreement without notice or penalty if the Association violates the Code of Conduct. If the Federation so terminates this Agreement, the Association will make payment of the amounts set out on Schedule "B" as though the Association had terminated this Agreement.
- 13. The Federation will not be liable or responsible to the Association, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the Federation's reasonable control, including, without limitation, the following events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national, provincial or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection that may cause global outbreak, or pandemic, or serious illness); (j) states of emergency; (k) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Federation. In the event of a Force Majeure Event, the Federation may terminate this Agreement without notice, payment or penalty.
- 14. The Association will indemnify and hold harmless the Federation from and against any loss, cost, or damage of any kind arising out of its breach of this Agreement, its negligence or willful



misconduct or caused by the Association, its invitees or its attendees at the Conference or Congress.

- 15. This Agreement is to be interpreted exclusively in accordance with the laws of the Province of Ontario without giving effect to its provisions regarding conflict of laws. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the courts of the Province of Ontario in connection with any claim, action, suit, or proceeding relating to this Agreement.
- 16. No term or condition of this Agreement will be interpreted adversely to a Party solely because that Party was responsible for the preparation of this Agreement or a provision of it.

Each of the Parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms that they have either done so or waived their right to do so in connection with this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

Association Name:

Per: Name: Title:

I have the authority to enter into this Agreement and bind the Association

Canadian Federation for the Humanities and Social Sciences

Name: Karine Morin
Title: President and CEO

I have the authority to enter into this Agreement and bind the Federation.



Schedule "A"

Responsibilities of the Parties

The Federation is responsible for organizing and coordinating Congress, as set out in the Agreement. The Federation also has the following responsibilities in respect of Congress and the Conference, in accordance with the terms of this Agreement:

- Selects Congress dates and determines the institutional host;
- Sets Registration Fees and manages the Congress registration process;
- Determines the Congress planning cycle and manages the Organizers Portal;
- Programs a series of Congress open events;
- Arranges networking opportunities to take place at Congress;
- Offers virtual or hybrid participation in Congress and manages the Congress Virtual Platform;
- Allocates spaces, resources and accommodations within Congress based on requests made by the Association and the availability of spaces, resources and accommodations;
- Determines the number of complimentary passes allocated to the Association;
- Collects Conference Fees on behalf of the Association;
- Following Congress, determines the total cost of the Services for the Association's participation in Congress and either invoices the Association for amounts owing to the Federation or makes payment to the Association of amounts owing by the Federation;
- Provides customer service to the Association in planning their Conference, as determined by the Federation;
- Provides and administrates funding opportunities to Associations and their members, as determined by the Federation;
- Provides an institution-based and assigned Local Arrangement Coordinator (LAC), if requested by the Association to liaise with departments involved in planning Congress at the host institution;
- Provides IT support on site to support associations with the equipment in the assigned rooms;
- Promotes Congress and Association events, as determined by the Federation;
- Commits to accommodating Association requests to convert to virtual participation in Congress, provided the timelines in this Agreement are met;
- Works to improve campus accessibility during Congress; and
- Commits to providing an on-campus childcare service during Congress.

The Association is responsible for organizing and coordinating the Conference, with the assistance of the Federation as set out herein. The Association also has the following responsibilities in respect of the Conference and Congress, in accordance with the terms of this Agreement:

- Builds the Conference program, including a series of open events, at its discretion;
- Sets the Conference Fees;
- Acknowledges all Conference and Congress participants, attendees and presenters must pay Conference Fees and Registration Fees respectively;

- Pays the Federation for costs of Services as set out in this Agreement should Conference Fees be insufficient during post-Congress financial reconciliation;
- Acknowledges that orders for Services must be made via the Organizers Portal;
- Commits to completing Planning Cycle tasks, attending meetings and meeting deadlines;
- Abides by the Federation's Code of Conduct during and in the lead-up to Congress and instructs their attendees/participants and presenters that they are required to do the same;
- Commits to paying the withdrawal fee in the event of termination in accordance with the Association Commitment Policy in this Agreement; and
- Appoints a Program Chair (PC) to develop their own conference program for the Conference.

Schedule "B"

Federation for the Humanities and Social Sciences

Association Commitment Policy

The Federation arranges venues and activities for Congress based on Associations that have committed to participate. Services are contracted and resources are allocated according to attendance projections.

As shown in our <u>most recent financial statement (2023)</u>, the cost of planning Congress represents a significant portion of the Federation's budget.

Associations that choose to host their annual Conference at Congress commit to the Federation when they sign the Congress Participation Agreement. No initial charge or deposit is required at that time, as the Federation advances the funds needed to plan the event on behalf of the Associations. If Associations withdraw their commitments, such that there are fewer in-person participants, the Federation will likely have already incurred expenses that it cannot recover.

It is for this reason that an Association's commitment is so important to the overall success of Congress, and its financial viability.

The fee below will be charged if an Association terminates the Congress Participation Agreement/withdraws its commitment to hold its Conference at Congress. The fee is a genuine estimate of the costs and expenses to the Federation in respect of the termination or withdrawal, established relative to the Association's membership, and not according to the full cost of expenses the Federation will have incurred on behalf of the Association, as follows:

- Small Association = 1-224 members
- Medium Association = 225-649 members
- Large Association = 650+ members

Commitment withdrawn by January 31, 2025		Commitment withdrawn as of February 1, 2025			
Large	Medium	Small	Large	Medium	Small Association
Association	Association	Association	Association	Association	Silidii ASSUCIACIOII
\$3,000.00	\$1,500.00	\$750.00	\$6,000.00	\$3,000.00	\$1,500.00

In addition, an Association that terminates the Congress Participation Agreement/withdraws its commitment to hold its Conference at Congress past the Services cancellation deadline will make payment to the Federation in respect of charges for Services requested by the Association prior to termination/withdrawal, including catering, AV and furnishings. All amounts owing to the Federation pursuant to this policy will be paid within 30 days of the Association's termination or withdrawal.