


SUBJECT	UBC OVERSIGHT OF NON-UBC USE OF CAMPUS FACILITIES
MEETING DATE	SEPTEMBER 24, 2019

**APPROVED FOR
SUBMISSION**

Forwarded on the Recommendation of the President



Santa J. Ono, President and Vice-Chancellor

FOR INFORMATION

Report Date	September 6, 2019
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Presented By Andrew Szeri, Provost and Vice-President Academic, UBC Vancouver
 Robin Ciceri, Vice-President External Relations
 Peter Smailes, Vice-President Finance & Operations
 Hubert Lai, University Counsel
 Ron Holton, Chief Risk Officer, Risk Management Services

EXECUTIVE SUMMARY

In collaboration with Provost and Vice-President Academic, UBCV; Vice-President External Relations; Vice-President Finance & Operations; and University Counsel, this report is comprised of four separate reports, each provided as attachments and outlined below.

1. Overview of Academic Freedom and the University's current policy environment in relation to external bookings. To be presented by A. Szeri, Provost and Vice-President Academic, UBC Vancouver

This report is a detailed analysis of the statement released by the Provost and Vice-President, Academic on June 14, 2019 regarding the June 23, 2019 event at UBC. This statement was developed jointly with consultation from Vice-President Human Resources, Associate Vice-President Equity & Inclusion, University Counsel, Vice-President External Relations, UBC Campus Security and the RCMP.

The analysis identifies the purpose of each section of the statement released and key considerations, including University Senate's statement of academic freedom, Board of Governors policies, and safety assessment, which were carefully evaluated and considered prior to the final decision.

The attached document provides a detailed breakdown of the June 14, 2019 statement.

2. Communications and reputational management approaches. Changes being made to brand journalism approach. To be presented by R. Ciceri, Vice-President External Relations

The attached document details Media Relations communications approach and messaging including brand journalism and other strategies, as well as communications recommendations for future controversial events.

3. Security and risk assessment approaches. To be presented by P. Smailes, Vice-President Finance & Operations

In order to gather and assess information about the inherent risks of proposed campus events, a campus-wide event risk assessment and mitigation process has been developed. This new process requires UBC event bookers/venue organizers to apply a simple risk assessment tool. This assessment tool will neither dictate nor limit events which are proposed for campus. If required, the Event Threat Assessment Group (E-TAG), a group of key planners and stakeholders, can be convened to work with the UBC event booker/venue organizer to review event risks, and provide mitigation planning that supports the campus community and event attendees' safety.

The attached document provides details of the UBC Event Threat Assessment Process

4. Proposed changes to Policy 107. To be presented by H. Lai, University Counsel.

In an email dated June 24, 2019, the chair of the Board of Governors indicated that Space Rental Policy (formerly numbered as 107 and now numbered as UP9) should be amended as follows:

If a person seeking to book UBC space refuses to abide by those statements, policies and procedures, the application to use UBC space should not proceed/be approved. Equally, to the extent that such a person is prepared to sign onto such statements, why should UBC not expect them to be bound to the full costs of providing security protection for the members of the UBC community, and for any harm that may result from a breach (in the form of a full indemnity, perhaps supported by some form of bond)? Finally, to the extent that a third party is not invited by a member of the UBC community, should UBC not have the unfettered right to withhold approval of/for the event space booking?

As requested, draft amendments to the Space Rental Policy have been prepared. A black-line showing the amendments is attached as Attachment A to this docket. The draft amendments require anyone booking space to execute a licence agreement with UBC. The list of matters to be addressed in the licence agreement has been expanded to include:

- a requirement to conduct themselves in a manner that is not inconsistent with UBC's accepted standards of behaviour;
- requirements regarding noise and nuisance;
- requirements regarding security costs;
- a more expansive indemnity than before; and
- the concept of a deposit to ensure compliance.

The draft amendments also add an unfettered discretion to decline or cancel bookings made by anyone other than members of the UBC community and their invitees.

A black-line showing changes that have already been implemented in UBC's standard licence agreement (which includes those contemplated by the draft amendments to the Space Rental Policy) is attached as Attachment B to this docket.

The draft amendments have not been considered by a policy development committee. Policy development committees are normally utilized when the Board would like a proposed policy to be prepared for its consideration. However, where the Board already has a well-developed sense of what it would like its policy to say, a policy development committee is redundant. If, following discussion of these draft changes, the Board would like to proceed; the normal practice would be to publish the draft amendments with a call for comments from the UBC community.

Attachments

1. June 23 Event Statement Breakdown – A. Szeri
2. Erosion of Freedom Event Communications Briefing Note – R. Ciceri
3. UBC Event Threat Assessment Process – P. Smailes
4. Draft Changes to Policy 107 and Process Instructions: Attachment A – H. Lai
5. Draft Changes to Policy 107 and Process Instructions - CLEAN: Attachment A1 – H. Lai
6. Draft Changes to Classroom Rental Agreement: Attachment B – H. Lai
7. Draft Changes to Classroom Rental Agreement - CLEAN: Attachment B1 – H. Lai

STRATEGIC CORE AREAS SUPPORTED

☐ People and Places ☐ Research Excellence ☐ Transformative Learning ☒ Local / Global Engagement

RISKS Financial, Operational & Reputational

The event on June 23, 2019 posed a risk to the University's reputation. While the event received limited local media coverage, it generated a significant number of complaints on social media including from faculty and staff associations and union groups publicly expressing concerns regarding the event. The June 23rd event would also have posed a risk to the University's reputation if it had been cancelled, as questions would have been raised about the extent to which a public university follows its own rhetoric in support of freedom of expression and academic freedom.

Despite multiple statements that "UBC does not endorse the views of controversial speakers or the organizations that book them or any other speakers who are invited to its campuses", there is a risk that UBC may be negatively impacted by media coverage and social media complaints regarding controversial speakers in the future.

Additionally, there is a risk that UBC faculty, staff and students who are themselves members or supporters of the transgender and non-binary communities would feel less safe and supported.

CONSULTATION Relevant Units, Internal & External Constituencies

Vice-President Human Resources, Associate Vice-President Equity & Inclusion, University Counsel, Vice-President External Relations, UBC Campus Security and the RCMP.

STATEMENT FROM THE PROVOST REGARDING JUNE 23 EVENT AT UBC

September 2019

ANDREW SZERI, PROVOST AND VICE-PRESIDENT ACADEMIC
UBC VANCOUVER



A number of concerns have been expressed regarding the June 23rd talk, booked and to be presented by Jenn Smith. To be clear, this is not an event sponsored by anyone at the University of British Columbia, but is a booking by an external party.

➡ Nature of event



On behalf of the University, I want to assure all in the UBC community that the university is deeply committed to the principles of equity, diversity, inclusion and maintaining a respectful environment, both among students, faculty and staff and in our commitment to educating future leaders. Indeed, *Inclusion* is a key theme called out in our strategic plan: [Shaping UBC's Next Century](#). Given the expectations for the June 23rd event, it is important to state unequivocally that the university values and celebrates our transgender and nonbinary students, faculty and staff, and stands behind their work in advancing safety and inclusion.

The university, through its strategic commitment to inclusion, is also working to build the capacity of faculty, students and staff through opportunities for dialogue and education so that we all respect the rights and dignities of others, while we exercise our freedom of expression. Some of the programming and resources available are detailed below:

- <https://equity.ubc.ca/resources/gender-diversity/>
- <https://equity.ubc.ca/resources/resources-for-respectful-debate/>
- <https://equity.ubc.ca/how-we-can-help/training-and-education/programming/>

In addition, the Faculty of Education is leading an initiative dedicated to sexual orientation and gender-identity (SOGI) inclusive education. More information can be found on the [Faculty of Education's website](#).

➡ Support for the community

This support for members of our own community, and work in education and research, can be regarded in balance with the institution's commitment to freedom of expression. As a public academic institution, UBC also places a paramount value on the free and lawful expression of ideas and viewpoints. The 1976 Senate's *Statement on Academic Freedom* reads as follows:

➡ Balance of considerations

The members of the University enjoy certain rights and privileges essential to the fulfilment of its primary functions: instruction and the pursuit of knowledge. Central among these rights is the freedom, within the law, to pursue what seems to them as fruitful avenues of inquiry, to teach and to learn unhindered by external or non-academic constraints, and to engage in full and unrestricted consideration of any opinion. This freedom extends not only to the regular members of the University, but to all who are invited to participate in its forum. Suppression of this freedom, whether by institutions of the state, the officers of the University, or the actions of private individuals, would prevent the University from carrying out its primary functions. All members of the University must recognize this fundamental principle and must share responsibility for supporting, safeguarding and preserving this central freedom. Behaviour that obstructs free and full discussion, not only of ideas that are safe and accepted, but of those which may be unpopular or even abhorrent, vitally threatens the integrity of the University's forum. Such behaviour cannot be tolerated.

➡ Academic Freedom statement

[This article](#) has more information about our approach to matters of freedom of expression on campus.

A second important point concerning free expression is outlined in UBC Board of Governor's Policy 107: *Booking and Rental of UBC Space*. UBC's commitment to freedom of expression includes speakers who book UBC space for events independently, as is the case in this instance. This policy is followed even where some members of the university community may consider a guest speaker's ideas, or the way in which they are expressed, to be controversial or offensive.

➡ Board Policy 107

With respect to concerns regarding the safety of students, staff, faculty, and members of the public, UBC Campus Security advises the administration on best practices to follow regarding events on campus. In the coming days, we will be collaborating with the RCMP and other campus service providers, as we would be doing for any event with a controversial speaker, to ensure we have measures in place to ensure that our students, faculty and staff are kept safe and are supported.

➡ Safety concerns

If you are, or if someone you know is, negatively impacted by this event, UBC has a number of resources available to students, faculty, and staff if support is needed. Support services are available for students at [UBC Counselling Services](#) and [UBC Health Services](#) and to faculty and staff through the [UBC Employee & Family Assistance Program](#).

➡ Support for the community

NATURE OF THE EVENT



A number of concerns have been expressed regarding the June 23rd talk, booked and to be presented by Jenn Smith. To be clear, this is **not an event sponsored by anyone at the University of British Columbia, but is a booking by an external party.**



Made it clear this is not a UBC-sponsored event

SUPPORT FOR THE COMMUNITY

On behalf of the University, I want to assure all in the UBC community that the university is deeply committed to the principles of equity, diversity, inclusion and maintaining a respectful environment, both among students, faculty and staff and in our commitment to educating future leaders. Indeed, *Inclusion* is a key theme called out in our strategic plan: [Shaping](#)

[UBC's Next Century](#). Given the expectations for the June 23rd event, it is important to state unequivocally that the university values and celebrates our transgender and nonbinary students, faculty and staff, and stands behind their work in advancing safety and inclusion.

→ Language arrived at with advice from community members



SUPPORT FOR THE COMMUNITY

The university, through its strategic commitment to inclusion, is also working to build the capacity of faculty, students and staff through **opportunities for dialogue and education so that we all respect the rights and dignities of others, while we exercise our freedom of expression**. Some of the programming and resources available are detailed below:

- <https://equity.ubc.ca/resources/gender-diversity/>
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In addition, the **Faculty of Education is leading an initiative dedicated to sexual orientation and gender-identity (SOGI) inclusive education**. More information can be found on the [Faculty of Education's website](#).

Anticipates the balance of considerations in next paragraph

Recognize UBC has active scholarship on SOGI education

BALANCE OF CONSIDERATIONS



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→ This is the key balance of considerations that makes the issue difficult. This explains the decision, which is to express support for the community and to align with UBC's Academic Freedom statement.

ACADEMIC FREEDOM STATEMENT

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→ The right to learn about any subject

→ Censorship frustrates the University's primary functions

→ Specific mention of 'abhorrent' ideas

BOARD POLICY 107



A second important point concerning free expression is outlined in UBC Board of Governor's **Policy 107: *Booking and Rental of UBC Space***. UBC's commitment to freedom of expression includes speakers who book UBC space for events independently, as is the case in this instance. This **policy is followed even where some members of the university community may consider a guest speaker's ideas, or the way in which they are expressed, to be controversial or offensive.**

→ Topic of discussion

→ Current Policy 107 says "UBC respects the right to freedom of expression..."



SAFETY CONCERNS

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→ Safety statement consistent with Policy 107

SUPPORT FOR THE COMMUNITY



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→ Contact information for support services for community members

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➡ Balance of considerations

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➡ Support for the community

Erosion of Freedom Event —Communications Briefing Note

Communications Approach and Messaging

UBC's approach to third-party rentals reflects the university's commitment to freedom of expression and academic freedom and, at times, controversial speakers have come to campus. The central communications approach relating to these controversial speakers has been to respond to individual media inquiries with an approved statement on behalf of Provost or the President. In fall 2018, UBC Media Relations, in collaboration with Legal Counsel, Provost and the Provost's Special Advisor on Academic Freedom, developed a broader proactive communications brand journalism story for the UBC News website and UBC News social channels outlining UBC's position on free speech on campus.

The statement included the following key messages:

- As a public academic institution UBC places a paramount value on the free and lawful expression of ideas and viewpoints.
- UBC's commitment to free speech includes student groups and other invited guest speakers using UBC venues.
- UBC does not endorse the ideas of the speakers or organizations who come onto its campus.
- With respect to concerns regarding the safety of students, staff, faculty, and members of the public, UBC Campus Security advises the administration on best practices to follow regarding events on campus.
- With respect to any concerns someone might have about the content of a speaker's remarks, we note that hate speech is governed by the Criminal Code of Canada and specific concerns about it should therefore be directed to the local RCMP detachment. (See Recommendations section.)

Though community members expressed concern about certain speakers, the primary decision to allow speakers on campus stood in terms of respecting university policy on freedom of expression and providing classroom rental to the third party.

Event Specific Communications Approach and Messaging

In advance of the Erosion of Freedom event, UBC Media Relations worked with other campus stakeholders to develop key messaging and an issues note for senior leadership. Given the anticipated complexity related to this event (i.e. balancing values of freedom of expression and respecting diversity and inclusion) and the anticipated reputational challenges, UBC Media Relations developed a communications strategy which included the following tactics:

- Developing key messaging for media response and use in other communications
- Reactive media relations (responding to specific media inquiries as they come in) utilizing key messaging to interested media
- Re-posting the brand journalism story (noted above) in a more prominent position on the UBC News site
- Engaging Faculty of Education for potential spokespeople relating to UBC's approach to SOGI in education

- Recommending the Office of Equity and Inclusion review the matter and consider the following tactics:
 - Issue a statement to the UBC community on equity inclusion website
 - University-organized event around importance of SOGI and SOGI principals
 - Amplify, via social channels, UBC Equity and Inclusion initiatives and strategies.

Messaging developed for media was developed in collaboration with the Provost, Legal Counsel, VP External, President's Office, Equity and Inclusion and Campus Security. Key messages included:

- We are aware that an outside organization unaffiliated with UBC has booked one of our classroom spaces for an upcoming event.
- The university is committed to upholding free speech on campus and will allow this event to proceed.
- For more about our approach to matters of freedom of speech on campus, see this article - <https://news.ubc.ca/2019/02/27/free-speech-on-campus/>
- The university is equally committed to ensuring the safety and security of our campus community.
- In the coming days, we will be collaborating with the RCMP and other campus service providers, as we would be doing for any event with a controversial speaker, to ensure we have measures in place to make sure our students, faculty and staff are kept safe and are supported.

Initial media coverage was minimal and balanced; both the *Georgia Straight* and *News 1130* coverage quoted from the UBC brand journalism story on free speech on campus including the university rationale for allowing the event to proceed. (From publishing date of February 2019 to mid-July 2019, the story had 548 visits with an average time on page of 4:39).

Media Relations and Government Relations also encouraged the Provost's Office to meet with faculty who have worked on SOGI-related research to discuss the event. Invitations went to faculty from the following groups for an in-person meeting with the Provost to discuss the event:

- Stigma and Resilience Among Vulnerable Youth Centre
- SOGI UBC Advisory Committee
- Chair of the Gender Diversity working group of the Vice Presidents' Strategic Implementation Committee on Equity and Diversity.

Based on this discussion, later that week messaging was updated to provide a more robust explanation of the university's stance relating to freedom of expression and diversity and inclusion. The letter was posted on the Provost's website and emailed directly to all community members who corresponded with the university on this matter. The letter was created in collaboration with the Provost's Office, Legal Counsel, VP External, Equity and Inclusion and the Special Advisor to the Provost on Academic Freedom and posted here: <https://academic.ubc.ca/academic-community/news-announcements/news/statement-provost-regarding-june-23rd-event-ubc> (See Attachment 1). This letter was distributed to over 50 individuals who inquired about the event. The letter also received 1,686 page views, primarily from direct (962) and google (440) searches. Those who viewed the letter spent time with the material with an average of 6 min and 11 sec (considered a very long time).

In the week leading up to the event, UBC Media Relations fielded five media inquiries about the event. Media Relations also drafted a new issues note prior to the weekend of the event, which included messaging and communications approaches for the following scenarios:

- Cancellation due to security costs
- Day of event messaging
- Event disruption messaging
- Serious event disruption messaging.

Each set of messaging attempted to anticipate a potential response to allow the maximum amount of agility and speed to respond to potential media inquiries.

Following the event, UBC Media Relations worked with stakeholders to develop a post-event “Letter to the Community” from President Ono. The letter was developed in collaboration with the President’s Office and other stakeholders as well as the UBC Board Chair.

The letter was posted on the Office of the President’s [website](#). The letter emphasized:

- that UBC is committed to the principles of equity, diversity, inclusion and maintaining a respectful environment, and that it truly values and celebrates our LGBT2SQIA+ community.
- it confirmed that the issue of how the university can balance the crucial principles of freedom of expression and academic freedom with commitments to equity and inclusion will be on the Board of Governors’ meeting agenda
- it also directed readers to the Equity and Inclusion and the Staff and Faculty websites for support

UBC Media Relations and Internal Communications also supported the development of a new issues note and communications strategy to respond to the Vancouver Pride Society’s decision to withdraw the invitation to UBC to the Vancouver Pride parade. The messaging included advice on how students, faculty and staff could still participate in the Pride parade, the university’s commitment to equity and inclusion, and the steps the university is taking to review policy 107 and listen to feedback from the UBC community and in particular the trans and non-binary community in the process.

On Monday, July 8, the Office of Equity and Inclusion and the Provost asked to post a [statement](#) on the Provost’s website. UBC Media Relations responded to 15 media inquiries in 2-3 hours. The message was incorporated into UBC Today – an email newsletter distributed to all staff and faculty the following day. The newsletter also had a link to the statement around Pride and included, the President’s statement.

Communications Recommendations for Future Controversial Events

Moving forward, there are a number of approaches the university will undertake in communicating to both internal and external community members on university’s commitment to equity, diversity and inclusion (EDI). This involves the following strategies:

- Development of a robust Freedom of Expression resource site anchored on the Provost’s website (as well as a similar page on UBCO for consistency). The site would include the following content:

- Introduction would reaffirm UBC as a place of debate and discussion – based around the principles of free expression (see UoT for example <http://freespeech.utoronto.ca/>) as well as UBC's commitments to EDI – and would highlight the fact that we recognize the challenges of balancing Freedom of Expression with Equity, Diversity and Inclusion.
- The university's commitment to EDI would be affirmed and responsive to specific concerns in a revised brand journalism piece.
- Statement attributed to UBC President – similar to message from President on Florida website <https://freespeech.ufl.edu/>.
- Links to existing UBC 'Advancing Academic Freedom' section <https://academic.ubc.ca/about-vp-academic/academic-values/advancing-academic-freedom>
- A section related to controversial speakers – specifically linking to FAQs (see UofT for example <http://freespeech.utoronto.ca/faq/>)
- A section which would house any statements related to specific speakers – for example <https://academic.ubc.ca/academic-community/news-announcements/news/statement-provost-regarding-june-23rd-event-ubc>.
- Links to any other relevant policies/procedures (including any updated room booking policies and processes)
- Additional resources / policies for other universities and organizations relating to freedom of expression
- Develop a campus-wide communication strategy once the 'Freedom of Expression' web content has been posted. This communication strategy would utilize existing communications channels, such as UBC Today for faculty and staff and/or the UBC Bulletin. In consultation with VP Students and the Provost's Office, additional communication channels would be identified.
- Create an updated multi-phase communications strategy for future controversial events, which would include a strong Presidential or Provost message – this message would be deployed quickly and would reinforce the university's commitments to our principles and (if appropriate) include a clear denunciation of the controversial speaker's views

These actions follow best practices for many universities who have sought to address similar circumstances related to the principles of Freedom of Expression and creating safe and inclusive spaces. Alongside these principles, our actions will be further guided by the university's strategic plan: Shaping UBC's Next Century, which highlights UBC's commitment to embed equity and diversity and UBC's responsibility to ensure inclusion across students, faculty, staff, and alumni and through all external interactions.

UBC Event -Threat Assessment Process

Concept of Operations

Currently, UBC Vancouver (UBCV) campus events are not centrally booked. Consequently, the UBC Executive Team has requested that Risk Management Services (RMS) develop a campus-wide event risk assessment and mitigation process. This new process will require UBC event bookers/venue organizers to apply a simple risk assessment tool. This assessment tool will neither dictate nor limit events which are proposed for campus.

The risk assessment tool is intended to gather information about inherent risks of proposed campus events which can then be shared with the university's larger risk assessment and mitigation framework. If required, the Event Threat Assessment Group (E-TAG), a group of key planners and stakeholders, can be convened to work with the UBC event booker/venue organizer to review event risks, and provide mitigation planning that supports the campus community and event attendees' safety.

Threat Assessment Group Structure

RMS is the lead for E-TAG and its membership is comprised of event and risk assessment stakeholders (see Table 1 below). Depending on the nature of the risks, Auxiliary Assessment Members (subject matter experts) may be added as required. Upon completion of the E-TAG initial threat assessment process, and only if deemed necessary for the safety and wellbeing of the campus community, the necessary Planning and Mitigation Members will be engaged. In some cases, the Executive Oversight Committee may be consulted for decisions related to organizational impacts, overall policy considerations and communications.

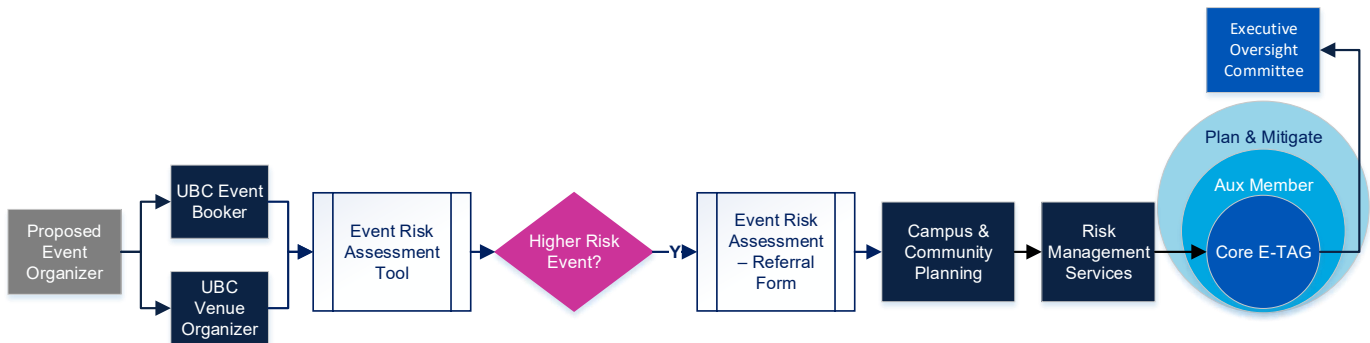
Table 1 – E-TAG Structure

E-TAG Group	Stakeholders Represented	Function
Core E-TAG Members	<ul style="list-style-type: none">• Risk Management Services• Campus Security• Media Relations• Event Booker/Venue Organizer	Upon receipt of the collated list of identified special events, the Core E-TAG Members will perform a collaborative risk assessment process and determine appropriate next steps to ensure the campus community's safety.
Auxiliary Assessment Members	<ul style="list-style-type: none">• Office of University Counsel• Office of VP Students• Office of the Provost	In the event that the Core E-TAG Members require additional guidance, Auxiliary Assessment Members will be included to provide subject matter expertise and guidance.
Planning & Mitigation Members	<ul style="list-style-type: none">• Building Operations• Campus & Community Planning• First Responder Groups	If the Core E-TAG Members determine that mitigations are necessary to ensure safety, Mitigation & Planning Members will be included as support resources and operational partners.
Executive Oversight Committee / Crisis Management Team (CMT)	<ul style="list-style-type: none">• President• Provost• VPFO• VPHR• VP Students• University Counsel• VPER	If decisions about academic freedom, freedom of speech, reputation or event cancellation are required, the Executive Oversight Committee can be convened to decide. The CMT may be called upon if the situation is required.

Event Risk Assessment Referral

The UBC Event Risk Assessment Tool (Appendix A) and the UBC Event Risk Assessment – Referral Form (Appendix B) guide UBC event bookers/venue organizers through a baseline risk assessment process. Both documents will be found on the RMS and Campus and Community Planning (C&CP) websites. If the Event Risk Assessment Tool indicates a possible risk with a proposed event, the UBC event booker/venue organizer will submit the Event Risk Assessment – Referral Form to the C&CP, Events & Film Liaison staff member. This position will collate all referred proposed events and forward them to RMS which will convene the E-TAG. The following diagram depicts the process from the event booker/venue organizer to the E-TAG.

Diagram 1 – Risk assessment and referral to E-TAG



Event Risk Planning and Mitigation Timeline

To ensure successful event planning and mitigation, the following minimum timelines are proposed:

- 4 weeks prior to event – Proposed event request received by UBC event booker/venue organizer
- 3 weeks prior to event – Event Risk Assessment - Referral Form received by E-Tag for review
- 2 weeks prior to event – Certificate of Insurance and payment received by UBC event booker/venue organizer from proposed event organizer
- 1 week prior to event – Event Code of Conduct received by UBC event booker/venue organizer from proposed event organizer

The above timeline is recommended to ensure E-TAG event support can be maximized; it is recognized that campus event bookers/venue organizers may have different booking policies and timelines. Support can be obtained from E-TAG at any point in the booking process, and can be earlier than four weeks prior where booking lead time is greater.

Risk Mitigations & Controls

The following controls may be considered as tools for event risk mitigation:

- The security and suitability of the room/venue being booked
- Availability of space for protestors, ability to separate protestors and event attendees
- Access to event and attendee information (i.e., advanced ticket sales, tickets at door, by donation, open access)
- Event code of conduct (e.g. recording of event, face coverings (non-religious), dangerous items). This is to be determined in conjunction with external event booker.
- Availability of adjacent space for responding UBC staff and first responder staging
- Adjustment of proposed event organizer's commercial general liability insurance requirement
- Campus Security personnel presence and possible RCMP presence.
- RCMP monitoring of social media related to the event and/or attendance at event
- UBC Media Relations monitoring of media and social media

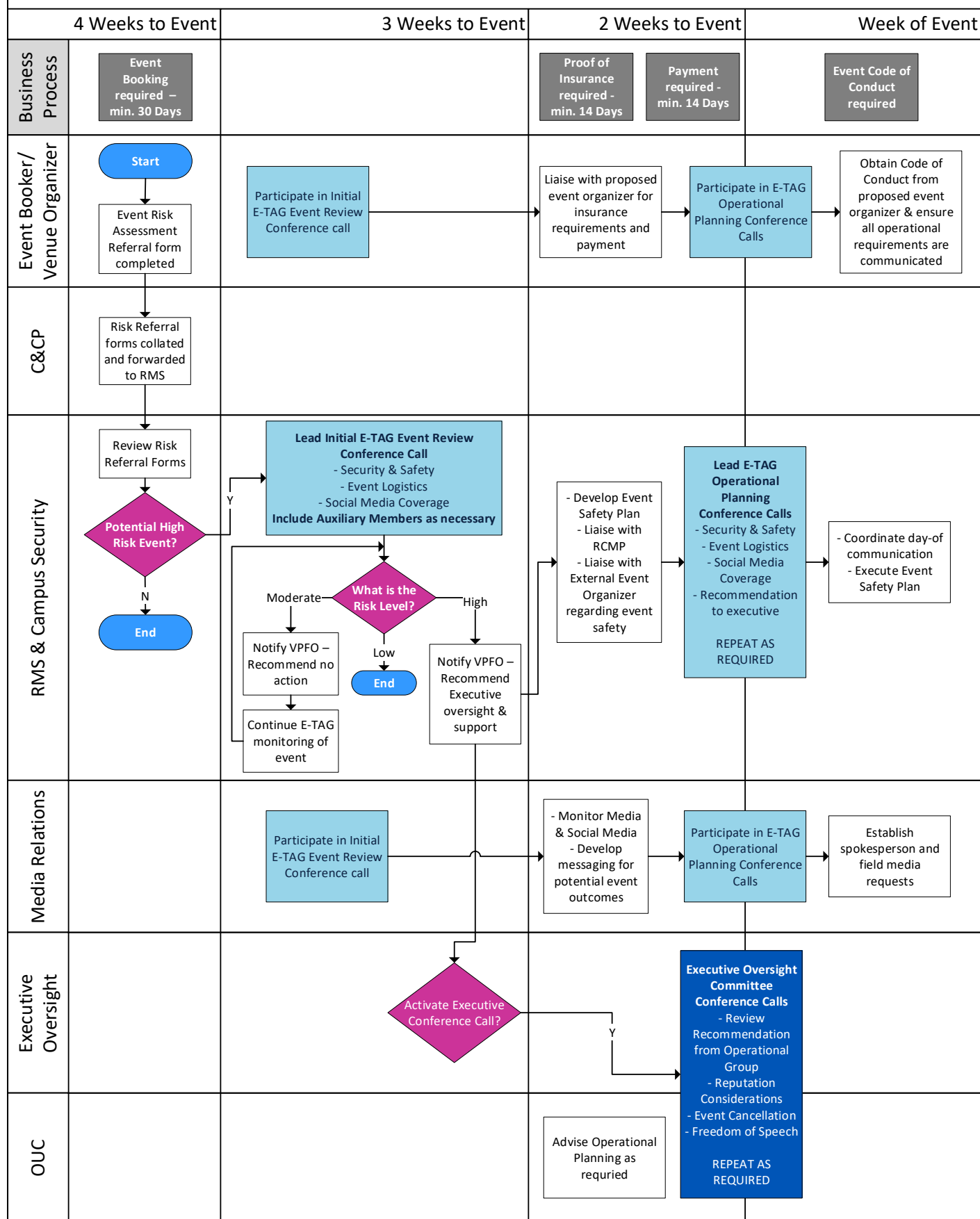
Risk Assessment and Mitigation Procedures

Once a campus event has been referred to the E-TAG, the following procedures will be used for risk assessment and mitigation within the previously stated timeline.

Risk Assessment & Mitigation - Roles and Responsibilities	
Assessment	
Unit	Actions
RMS	<ul style="list-style-type: none"> - Review Event Risk Assessment - Referral Form from venue organizer/event booker. - Schedule and lead initial operational conference call with Core E-Tag members to discuss initial assessments. - Notify Chief Risk Officer and VP Finance & Operations, make request/recommendation to Executive Oversight Committee, if deemed high risk.
Campus Security	<ul style="list-style-type: none"> - Assess potential security concerns related to event and location. - Liaise with UBC RCMP Detachment to identify any law enforcement safety concerns.
Media Relations	<ul style="list-style-type: none"> - Review media and social media related to the event content and/or speaker. - Consider communications/messaging implications for the organization.
Event Booker / Venue Organizer	<ul style="list-style-type: none"> - Collect all booking data and business process details to inform initial operational conference call.
Executive Oversight Committee / CMT	<ul style="list-style-type: none"> - For moderate risk events, consider potential community and reputational impacts and make decisions related to cancellation of event. For higher risk events, consider activation of UBC's CMT
Planning & Mitigation	
Unit	Actions
RMS	<ul style="list-style-type: none"> - Liaise with External Event Organizer on matters of safety as required. - Expand operational conference call group to include any Auxiliary Assessment and/or Planning and Mitigation members. - Continue to schedule and lead operational conference calls with Core E-Tag members to discuss new challenges, planning progress and mitigations. - Participate in Executive Oversight Committee/CMT conference calls, report on operational highlights and obtain executive directives.
Campus Security	<ul style="list-style-type: none"> - Develop safety plan for event including allocation of Campus Security Personnel, RCMP Officers, physical space safety etc. - Liaise regularly with RCMP to exchange information and obtain any new information related to the event or a planned response to the event.
Media Relations	<ul style="list-style-type: none"> - Support the community with the necessary communications related to the event; engage with Internal Communications as appropriate. - Manage media inquiries and designate a spokesperson for the organization. - Monitor media and social media coverage, provide any pertinent operational information. - Pre-script messaging for a variety of event outcomes.
Venue Organizer/Event Booker	<ul style="list-style-type: none"> - Provide information on standard booking procedures and policies. - Provide venue and/or contextual information about the event. - Liaise with proposed event organizer to communicate operational and security decisions.
Executive Oversight Committee/CMT	<ul style="list-style-type: none"> - Schedule and lead conference calls with CMT, and RMS as necessary. - Provide directives to operational planning teams. - Make determination to cancel or proceed with the event.
Office of University Counsel	<ul style="list-style-type: none"> - Advise operational planning and mitigation efforts.

Note: The above mitigation process will be iterative and subject to adjustment if risks increase as the event date approaches.

Event Risk Assessment Process & Timeline



Event Risk Assessment Process – Appendices

Appendix	Description	Pages
Appendix A	UBC- V Event Risk Assessment Tool	Page 6
Appendix B	UBC-V Event Risk Assessment – Referral Form	Page 7

Appendix A – UBC-V Event Risk Assessment Tool

Thresholds for referral of campus community events

Please forward the Event Risk Assessment – Referral Form to Campus & Community Planning, Events & Film Liaison if any of the following statements represent the circumstances of your proposed event:

- ☐ There is relevant social context that heightens the profile of the event, such as political climate, sensitive subject matter, and/or recent controversy in the media, etc.
- ☐ The event involves media and/or additional support from police and/or fire services.
- ☐ There is relevant history around components of the event (e.g. participants, organizers, protestors) that includes safety concerns, or requires Campus Security
- ☐ There is a large planned attendance (>250)
- ☐ The event has potential reputational impact

If at any time an event booker/venue organizer feels there is a heightened risk related to a booking they are encouraged to refer the event through this process.

Appendix B - UBC Event Risk Assessment – Referral Form

UBC Event Details	
Name of event	
Date of event	
Reason(s) for referral	
Name & contact info of person making referral	


Most events at the university will *not* require a safety or risk mitigation plan. However, if the event meets the above criteria, or you require advice, please contact Campus & Community Planning, Events & Film Liaison and provide the information contained in this form.

Events & Film Liaison

Arlene Chan

604-822-6555

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 <p>The University of British Columbia Board of Governors</p>	<p>Policy No.: UP9</p>
<p>Long Title:</p> <p style="text-align: center;">Booking and Rental of UBC Space</p>	
<p>Short Title:</p> <p style="text-align: center;">Space Rental Policy</p>	

Background & Purposes:

UBC allocates UBC Land and Facilities at UBC's Vancouver campus, UBC's Okanagan campus, and other UBC sites amongst faculties, ancillaries and administrative units. UBC Land and Facilities include various forms of Bookable Space, including: academic spaces, such as classrooms, laboratories and studio spaces; multi-use spaces, such as atriums and meeting rooms; administrative spaces, such as offices; commercial spaces; and outdoor spaces.

It is a UBC priority to utilize all such indoor and outdoor spaces to meet UBC's mandate and to support the creation of a vibrant campus, year round.

Bookings of Bookable Space originate in a variety of ways, and nothing in this Policy discourages or deprives ~~anyone of~~ any Member (as defined below) the ability ~~to engage others (internal and external to UBC) to propose~~ to bring or host events on campus.

The purposes of this Policy are to:

- Establish generally applicable guidelines and procedures for booking Bookable Space, whether for short-term (less than 4 weeks) or longer;
- Identify the units at UBC responsible for booking of Bookable Space; and
- Establish how space-specific rate structures, guidelines and procedures must be established.

This Policy does not govern the allocation of UBC Land and Facilities amongst faculties, ancillary and administrative units.

Defined terms are capitalized and can be found in section 6 of this Policy.

1. General

1.1 *UBC Control.* UBC Land and Facilities are under the control and management of UBC.

- 1.2 *Approvals Required.* Anyone wishing to book a Bookable Space must obtain the approval of the relevant unit identified in section 2 of the Procedures to this Policy.
- 1.3 *Additional Permit or License.* In addition to the approval of the unit responsible for booking the Bookable Space, some uses will require an additional permit(s) or license(s) from the relevant Permitting Authority.
- 1.4 *Additional Approvals for Use of Non-UBC Space.* For uses that involve both a Bookable Space and a space that is not owned or controlled by UBC (i.e. a non-UBC space), the person making the booking must obtain the approval of:
 - 1.4.1 UBC for the booking of the Bookable Space (in accordance with this Policy); and
 - 1.4.2 the third party who owns or controls the non-UBC space.
- 1.5 *Special UBC Processes for Additional Permits, Licenses and Approvals.* If UBC has established a process for obtaining any of the additional permits, licenses and approvals described in sections 1.3 and 1.4 above (for example, obtaining special occasion liquor licences), all persons who are booking a Bookable Space and who must obtain such an additional permit, license or approval, must utilize UBC's process.

2. Access to Bookable Space

- 2.1 *Balancing Commitments.* UBC respects the right to freedom of expression and will not discriminate in a manner prohibited by the British Columbia *Human Rights Code*. UBC reserves the right to ensure that any use of Bookable Space does not compromise UBC's or the UBC community's activities, as well as the safety and security of persons and facilities.
- 2.2 *Guidance and Advice.* Any person with questions or concerns regarding the balancing of these interests should contact the Office of the University Counsel for advice and guidance.
- 2.3 The Board of Governors, or such person(s) delegated the authority to act on behalf of the Board of Governors, has the unfettered discretion to:
 - 2.3.1 refuse to permit the use of Bookable Space to persons or entities that are not Members or their invitees; and
 - 2.3.2 to revoke a scheduled booking of Bookable Space at any time to persons or entities that are not Members or their invitees;

3. Booking and Rental Rates

- 3.1 *Rate Structures.* Every unit responsible for administering the booking of Bookable Space must establish a rate structure for such bookings and have it approved by the Vice-President, Finance and Operations as part of the unit's normal budgeting process.

- 3.2 *Differential Rates.* Rate structures may contain differential rates for particular spaces, and user groups, such as students, student associations, invitees, and non-UBC entities. For greater certainty, rate structures may stipulate that no fee be charged to a particular user group(s).
- 3.3 *Cost Recovery.* Rates charged, when taken together with any other benefits received by UBC relating to the booking, should at least achieve direct (e.g. to cover administrative, maintenance and/or audio-visual support necessary for the booking) and appropriate indirect cost recovery.

4. Booking and Rental Rules

- 4.1 *Establishing Rules.* Every unit responsible for administering the booking of Bookable Space shall establish rules for that space. Such rules must:
- 4.1.1 set out booking procedures, including a procedure for modifying and cancelling bookings, if appropriate, and a procedure for documenting the booking (which should, if appropriate, address the matters set out in section 4 of the Procedures to this Policy);
 - 4.1.2 set out booking priorities that (a) ensure priority for unbooked space for Core Academic / Educational Activities (see definition in the Procedures to this Policy); and (b) describe other booking priorities (if any);
 - 4.1.3 obligate the person who is seeking to book the space to ~~work~~comply with any UBC ~~to: mitigate any~~requirements with respect to: mitigating disruptions to UBC's or the UBC community's activities that are expected to arise as a result of the booking; and to ~~ensure~~ensuring the safety and security of affected persons and facilities;
 - 4.1.4 obligate the person booking space to execute an agreement addressing the requirements in section 4 of the Procedures to this Policy; and
 - 4.1.5 ~~4.1.4~~ be approved by the Administrative Head of the unit.
- 4.2 *Public Access to Rules.* The rules described in section 4.1 (above) must be publicly accessible or otherwise available upon request.

5. Role of Treasury

- 5.1 *Informing Treasury.* Where:
- 5.1.1 a booking of any Bookable Space, or any other UBC Lands and Facilities, involves a term of occupation that is four consecutive weeks or longer; and/or
 - 5.1.2 the booking involves exclusive use or near-exclusive use of the Bookable Space, or any other UBC Lands and Facilities. For the purposes of this Policy, "exclusive use" means:
 - (a) the party making the booking has independent and unrestricted access to the space during and after normal working hours (e.g. they have keys to the space and may come and go as they please for an extended period, as opposed to being granted access strictly at times that are within the discretion of UBC); or

- (b) UBC's rights to access the space are restricted, or UBC must give notice to the party making the booking in order to enter the space in the course of normal university business.

~~The~~the unit responsible for administering the booking must inform Treasury before any firm commitment is made. If booking Bookable Space in the manner described above is a normal part of the operations of a unit, Treasury and the unit should standardize and streamline communications with Treasury, including establishing norms for contacting Treasury, and creating and implementing template booking documents and agreements.

- 5.2 *Guidance and Advice.* All units responsible for administering Bookable Space should seek guidance and advice from Treasury regarding the appropriate terms and conditions to place upon their bookings.
- 5.3 *Treasury Requirements.* Treasury ~~may~~will require that any booking be formalized in a written agreement that, at minimum, addresses the matters set out in section 4 of the Procedures to this Policy, and such other requirements as Treasury may deem necessary.

6. Definitions

- 6.1 *"Bookable Space"* means the lands and spaces within UBC Lands and Facilities that are made available by UBC for bookings.
- 6.2 ~~to~~To *"book"* a *space* means to grant a right to use that space, on the agreed upon terms and conditions, whether the term used is "booking", "rental", or some other variation of these terms.
- 6.3 *"Member" means*
 - 6.3.1 Administrative units of UBC;
 - 6.3.2 Students, faculty, staff, and alumni including those representing groups organized by such persons;
 - 6.3.3 The Alma Mater Society of UBC Vancouver and subsidiary groups and clubs;
 - 6.3.4 The UBC Students' Union Okanagan and subsidiary groups and clubs;
- 6.4 ~~6-3~~ *"Off-Campus Space"* means any Bookable Space located outside of UBC's Vancouver and Okanagan campuses.
- 6.5 ~~6-4~~ *"Permitting Authority"* means:
 - 6.5.1 ~~6-4.1~~ for UBC's Vancouver campus, Campus and Community Planning or the Ministry of Transportation and Infrastructure, as applicable;

- 6.5.2 ~~6.4.2~~ for UBC's Okanagan campus, Campus and Community Planning or the City of Kelowna, as applicable; and
- 6.5.3 ~~6.4.3~~ for Off-Campus Space, the local government having jurisdiction where the Off-Campus Space is located.
- 6.6 ~~6.5~~ "*Regulatory Requirements*" means any requirements established by the Board of Governors or federal, provincial, or local governments relating to the use of Bookable Space.
- 6.7 ~~6.6~~ "*UBC Lands and Facilities*" means all real property to which UBC has right of possession, whether by way of ownership, lease or otherwise.



PROCEDURES ASSOCIATED WITH THE SPACE RENTAL POLICY

Pursuant to the Regulatory Framework Policy, the President may approve Procedures or the amendment or repeal of Procedures. Such approvals must be reported at the next meeting of the UBC Board of Governors or as soon thereafter as practicable.

Capitalized terms used in these Procedures that are not otherwise defined herein shall have the meanings given to such terms in the accompanying Policy, being the Space Rental Policy.

1. Additional Definitions for these Procedures

1.1 The types of Bookable Space include:

Teaching Space

- 1.1.1 *General Teaching Space.*** UBC may designate certain Bookable Space as general teaching space, which means that such space is to be used for the teaching needs of faculties or departments, in addition to the faculty or department in whose facility the space is located.
- 1.1.2 *Restricted Teaching Space.*** UBC may designate certain Bookable Space as restricted teaching space, which means that such space is to be used for that faculty's or department's teaching needs, with ancillary use in periods of low academic utilization for UBC-hosted academic functions (conferences, symposia, etc.) only.

Non-Teaching Space

- 1.1.3 *Designated Facility and Designated Administrator.*** Buildings, portions of buildings, indoor and/or outdoor facilities, and any other Bookable Space (both indoor and outdoor) may be designated as a Designated Facility for the purposes of this Policy, and for each Designated Facility there must be a faculty, department or unit responsible for administering bookings (referred to as the Designated Administrator). Each of the Responsible Executives shall appoint a person who shall have the responsibility of: (a) designating the Designated Facilities on their campus (if any); (b) designating a Designated Administrator for each Designated Facility, and (c) ensuring that a current listing of the Designated Facilities and their respective Designated Administrators is made publicly available. Before a decision regarding a current or proposed Designated Facility is taken, the affected faculty(ies), department(s) or unit(s) must be consulted. If any affected faculty, department or unit is unsatisfied with the decision to designate a facility or remove a designation and the matter cannot be resolved informally, the matter may be referred to the Responsible Executive for the relevant campus for resolution.

- 1.1.4 *Research, Administrative and Ancillary Space.* Indoor or outdoor Bookable Space that is not General Teaching Space, Restricted Teaching Space, or a Designated Facility, is considered, for the purposes of this Policy, Research, Administrative and Ancillary Space, which means that it may be used for the academic, research, cultural, social, athletic, administrative or other needs of UBC and/or the faculty or department in whose facility the space is located, and may be made available for booking for a variety of uses, including Events, Commercial Activities and Filming and Photography. Such space includes laboratories, administration offices and boardrooms, and multi-use and common areas, such as atriums and foyers.

1.2 The types of activities contemplated in this Policy include:

Academic / Educational Activities

1.2.1 *Core Academic / Educational Activities*, which means:

- (a) classes or events related to UBC credit course offerings (i.e. UBC degree and diploma courses approved by Senate);
- (b) examinations, seminars, discussion groups, and similar activities related to UBC credit course offerings; and
- (c) research conducted by faculty, staff and students of UBC or under the auspices of UBC.

1.2.2 *Other Academic / Educational Activities*, which means:

- (a) classes, courses and programs offered by UBC, but which do not lead to a UBC degree or diploma approved by Senate, which includes all courses offered by Continuing Studies; and
- (b) conferences, symposia and other academic/educational activities hosted by UBC faculty and/or staff.

Other Activities

1.2.3 *Administrative Activities*, which means:

- (a) administrative meetings or other similar activities of student clubs sanctioned by a UBC students' union or UBC Athletics and Recreation, faculty-sponsored student groups, or other similar organizations that are supported by UBC; and
- (b) UBC faculty and staff meetings, training sessions or presentations related to the performance of their duties.

1.2.4 *Athletic or Recreational Activities*, which includes, without limitation, the activities of varsity, club and intramural sports teams sanctioned by UBC or a unit thereof, or a UBC students' organization; athletic programming (UBC or externally organized); and

recreational programs (UBC or externally organized), such as kids' camps; but does not include "Events", which are described below.

1.2.5 *Commercial Activities*, which means activities of a primarily commercial nature, including operating a Business, and engaging in any other activity for marketing, sales, or profit purposes. For the purpose of this Policy,

(a) the term "Commercial Activities" does not include an Event, nor Filming and Photography (these are defined separately below); and

(b) the term "Business" means:

(i) a commercial or industrial activity or undertaking of any kind; or

(ii) professional, personal or other services provided for the purpose of gain,

but does not include an activity carried on by UBC or by agencies of UBC.

1.2.6 *Events*, which means activities that do not fit within the other activities described above, such as exhibitions, shows, concerts, festivals or promotional or sporting events (such as multi-site tournaments and single or multi-sport races, e.g. marathons, triathlons, and bicycle races), and similar activities of short duration. As used in this Policy, the term "Events" does not include Filming and Photography.

1.2.7 *Filming and Photography*, which means filming and photography carried out by external production organizations, and by students, whether or not related to a UBC credit course. Excluded are filming and photography conducted for solely personal purposes (e.g. spontaneous photographs and short filming by family and friends).

2. Responsibility for Booking of Indoor and Outdoor Bookable Space

2.1 The following units are responsible for administering the booking of Bookable Space and are the primary points of contact for persons wishing to book or rent such space:

2.1.1 *Regarding Bookable Space at UBC's Vancouver campus:*

Type of Bookable Space	Use	Primary point of Contact
General Teaching Space (see definition, section 1.1.1 above)	Core Academic / Educational Activities Other Academic / Educational Activities Athletic or Recreational Activities Administrative Activities Commercial Activities Events	Enrolment Services

Type of Bookable Space	Use	Primary point of Contact
	(see below for Filming and Photography)	
Restricted Teaching Space	All activities, but see section 2.1.4 below.	The unit allocated the Restricted Teaching Space by UBC
Research, Administrative and Ancillary Space (see definition, section 1.1.4 above)	Core Academic / Educational Activities Other Academic / Educational Activities Athletic or Recreational Activities Administrative Activities Commercial Activities Events (see below for Filming and Photography)	The unit allocated the Bookable Space by UBC
General Teaching Space, Research, Administrative and Ancillary Space, and all other <u>indoor</u> Bookable Space	Filming and Photography	Campus and Community Planning
Designated Facilities (see definition, section 1.1.3 above)	Core Academic / Educational Activities Other Academic / Educational Activities Athletic or Recreational Activities Administrative Activities Commercial Activities Events	The Designated Administrator (see definition, section 1.1.3 above)
Designated Facilities (indoor and outdoor) (see definition, section 1.1.3 above)	Filming and Photography	Campus and Community Planning
All <u>outdoor</u> Bookable Space, except for that which forms part of a Designated Facility	Core Academic / Educational Activities Other Academic / Educational Activities	Campus and Community Planning

Type of Bookable Space	Use	Primary point of Contact
	Athletic or Recreational Activities Administrative Activities Events Commercial Activities Filming and Photography	

2.1.2 Regarding Bookable Space at UBC's Okanagan campus, the primary point of contact is:

Type of Bookable Space	Use	Primary point of Contact
General Teaching Space (see definition, section 1.1.1 above)	Core Academic / Educational Activities	Enrolment Services
All other types of Bookable Space	All other Activities, (including conferences, symposia and other academic/educational activities hosted by UBC faculty and/or staff)	The unit or department identified on the website maintained by Central Booking or Campus and Community Planning, as determined by the Responsible Executive for the UBC Okanagan Campus.

2.1.3 Regarding Bookable Space at Off-Campus Space:

Type of Bookable Space	Use	Primary point of Contact
Off-Campus Space, both indoor and outdoor	All activities, other than Filming and Photography	The unit allocated the Off-Campus Space by UBC
Off-Campus Space, both indoor and outdoor	Filming and Photography	Campus and Community Planning

2.1.4 Regarding *Restricted Teaching Space* (see definition, section 1.1.2 above): the faculty or department allocated control of any Restricted Teaching Space is responsible for administering the use of such space, it being understood that such space will not be generally available for bookings, except in periods of low academic utilization where such space may be made available for UBC-hosted academic functions (conferences, symposia, etc.) only.

2.2 *Generally Applicable Rules.* All bookings of Bookable Space, and the use thereof, must comply with the following:

- 2.2.1 this Policy and the Procedures to this Policy; and
- 2.2.2 the applicable Regulatory Requirements (which may include the obligation for the user group to obtain the necessary approvals from the Permitting Authority).
- 2.3 *Additional Requirement for Designated Administrators.* Whenever booking an Event, the Designated Administrator must:
 - 2.3.1 [require the user booking the Bookable Space to execute an agreement in accordance with section 4 of these Procedures;](#)
 - 2.3.2 before or if otherwise impractical, immediately after the booking is made, inform:
 - (a) Campus and Community Planning with respect to facilities in UBC's Vancouver campus; or
 - (b) the Central Booking Office, with respect to facilities in UBC's Okanagan campus, and
 - 2.3.3 inform the person requesting the booking that additional permits, licenses and approvals may be required.

3. Events, Commercial Activities and Filming / Photography

- 3.1 *At UBC's Vancouver campus.* Events, Commercial Activities, and Filming and Photography must comply with all other applicable UBC policies, rules and regulations, including, for example: Land Use Rules adopted by the Board of Governors pursuant to the Land Use Policy, which include Business Licensing; and the Alcohol Policy.
- 3.2 *At UBC's Okanagan campus.* Events, Commercial Activities, and Filming and Photography at UBC's Okanagan campus must comply with the bylaws adopted by the Permitting Authority (the City of Kelowna), if any, and any UBC policies, rules and guidelines issued by UBC in respect of such activity.
- 3.3 *Disruption Mitigation.* Events, Commercial Activities, and Filming and Photography must not interfere with or impede scheduled Core and Other Academic Activities and must be coordinated with all activities (academic and otherwise) occurring in the affected areas, so as to minimize disruption and, if disruption is inevitable, to mitigate such disruption, including clear and wide prior communications regarding any disruptions, proper traffic and parking control, ensuring access to buildings and facilities, and reasonable noise control.

4.1.1 ~~Site~~ License [Agreement](#)

- 4.1 ~~Where a license or other written agreement between UBC and the~~[Each](#) user of Bookable Space ~~permitting the user to use such space for a particular purpose is required, such license or agreement must address the following, as applicable in the circumstances~~[must execute an agreement which addresses the following issues:](#)

- 4.1.1 term of agreement;
- 4.1.2 rental charges, and costs (e.g. taxes, utility charges, damage charges, cancellation fees, set-up/clean-up charges & extra services (e.g. AV equipment, furniture, catering); government fees & licenses; etc.);
- 4.1.3 cancellation of [the](#) agreement;
- 4.1.4 compliance with all applicable laws relating to the licensee's use of Bookable Space;
- 4.1.5 [a requirement that all persons in the Bookable Space conduct themselves in a manner that is not inconsistent with UBC's accepted standards of behaviour;](#)
- 4.1.6 [requirements regarding noise and nuisance](#)
- 4.1.7 [requirements regarding the payment of the cost to UBC of providing security to protect the safety of the UBC community and facilities](#)
- 4.1.8 [an](#) indemnity in favour of UBC [for all liability incurred by UBC including damage to UBC property;](#)
- 4.1.9 insurance and liability [requirements](#);
- 4.1.10 [the payment of a deposit to ensure compliance with the terms of the agreement and to offset any liability or costs to UBC resulting from the booking;](#)
- 4.1.11 rules concerning signs, posters, advertising, merchandising, etc.;
- 4.1.12 use of UBC trademarks and other intellectual property;
- 4.1.13 hours covered by agreement;
- 4.1.14 liquor and [cannabis](#) regulations;
- 4.1.15 security and policing;
- 4.1.16 traffic and parking;
- 4.1.17 safety and emergency procedures;
- 4.1.18 smoking [and vaping](#); and
- 4.1.19 nuisance and noise.

- 4.2 The specific terms of each such license or agreement may vary depending on factors such as the nature, time, length and date of the proposed use.

4. Specific Booking Priorities

- 5.1 From May to August, inclusive, UBC Conferences and Accommodation shall have a higher booking priority than all other uses except Core Academic / Educational Activities for the following spaces:

5.1.1 all classrooms in the P.A. Woodward Instructional Resources Centre; and

5.1.2 all General Teaching Space at UBC's Okanagan campus.

(for greater certainty, the term "classrooms" includes lecture theatres)



EXPLANATORY NOTES REGARDING THE SPACE RENTAL POLICY AND ASSOCIATED PROCEDURES


Issued July 2019 by the Office of the University Counsel

The OUC has prepared these Explanatory Notes to provide context and background regarding the Space Rental Policy. These Explanatory Notes do not replace or supersede the content of the Space Rental Policy and its Procedures.

Policy Long Title:	Booking and Rental of UBC Space
Policy Short Title:	Space Rental Policy
Policy Number:	UP9
Responsible Executive:	Vice-President, Finance and Operations Deputy Vice-Chancellor and Principal (UBC Okanagan)
Responsible Board Committee:	Property Committee
Related Policies:	GA2 - Regulatory Framework Policy SC4 - Environmental Protection Policy SC1 - Health and Safety Policy SC9 - Alcohol Policy SC13 - At-Risk Behaviour Policy SC2 - Smoking/Vaping Policy UP5 - Equipment/Services Use Policy UP12 - Land Use Policy UP6 - Trademark Policy UP8 - Signage Policy
History:	<ul style="list-style-type: none">• The Space Rental Policy was first approved by the Board of Governors in February 1997;• The Space Rental Policy was revised in February 2015;• The Space Rental Policy was updated in July 2019 to reflect a new policy identification system; it is currently identified as the Space Rental Policy, its long title is Booking and Rental of UBC Space, and its number is UP9. The previous identification number for this policy was #107.
Related Legislation:	N/A

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	69
Deletions	31
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	100

 The University of British Columbia Board of Governors	Policy No.: UP9
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The purposes of this Policy are to:

- Establish generally applicable guidelines and procedures for booking Bookable Space, whether for short-term (less than 4 weeks) or longer;
- Identify the units at UBC responsible for booking of Bookable Space; and
- Establish how space-specific rate structures, guidelines and procedures must be established.

This Policy does not govern the allocation of UBC Land and Facilities amongst faculties, ancillary and administrative units.

Defined terms are capitalized and can be found in section 6 of this Policy.

1. General

1.1 *UBC Control.* UBC Land and Facilities are under the control and management of UBC.

1.2 *Approvals Required.* Anyone wishing to book a Bookable Space must obtain the approval of the relevant unit identified in section 2 of the Procedures to this Policy.

- 1.3 *Additional Permit or License.* In addition to the approval of the unit responsible for booking the Bookable Space, some uses will require an additional permit(s) or license(s) from the relevant Permitting Authority.
- 1.4 *Additional Approvals for Use of Non-UBC Space.* For uses that involve both a Bookable Space and a space that is not owned or controlled by UBC (i.e. a non-UBC space), the person making the booking must obtain the approval of:
 - 1.4.1 UBC for the booking of the Bookable Space (in accordance with this Policy); and
 - 1.4.2 the third party who owns or controls the non-UBC space.
- 1.5 *Special UBC Processes for Additional Permits, Licenses and Approvals.* If UBC has established a process for obtaining any of the additional permits, licenses and approvals described in sections 1.3 and 1.4 above (for example, obtaining special occasion liquor licences), all persons who are booking a Bookable Space and who must obtain such an additional permit, license or approval, must utilize UBC's process.

2. Access to Bookable Space

- 2.1 *Balancing Commitments.* UBC respects the right to freedom of expression and will not discriminate in a manner prohibited by the British Columbia *Human Rights Code*. UBC reserves the right to ensure that any use of Bookable Space does not compromise UBC's or the UBC community's activities, as well as the safety and security of persons and facilities.
- 2.2 *Guidance and Advice.* Any person with questions or concerns regarding the balancing of these interests should contact the Office of the University Counsel for advice and guidance.
- 2.3 The Board of Governors, or such person(s) delegated the authority to act on behalf of the Board of Governors, has the unfettered discretion to:
 - 2.3.1 refuse to permit the use of Bookable Space to persons or entities that are not Members or their invitees; and
 - 2.3.2 to revoke a scheduled booking of Bookable Space at any time to persons or entities that are not Members or their invitees;

3. Booking and Rental Rates

- 3.1 *Rate Structures.* Every unit responsible for administering the booking of Bookable Space must establish a rate structure for such bookings and have it approved by the Vice-President, Finance and Operations as part of the unit's normal budgeting process.

- 3.2 *Differential Rates.* Rate structures may contain differential rates for particular spaces, and user groups, such as students, student associations, invitees, and non-UBC entities. For greater certainty, rate structures may stipulate that no fee be charged to a particular user group(s).
- 3.3 *Cost Recovery.* Rates charged, when taken together with any other benefits received by UBC relating to the booking, should at least achieve direct (e.g. to cover administrative, maintenance and/or audio-visual support necessary for the booking) and appropriate indirect cost recovery.

4. Booking and Rental Rules

- 4.1 *Establishing Rules.* Every unit responsible for administering the booking of Bookable Space shall establish rules for that space. Such rules must:
 - 4.1.1 set out booking procedures, including a procedure for modifying and cancelling bookings, if appropriate, and a procedure for documenting the booking (which should, if appropriate, address the matters set out in section 4 of the Procedures to this Policy);
 - 4.1.2 set out booking priorities that (a) ensure priority for unbooked space for Core Academic / Educational Activities (see definition in the Procedures to this Policy); and (b) describe other booking priorities (if any);
 - 4.1.3 obligate the person who is seeking to book the space to comply with any UBC requirements with respect to: mitigating disruptions to UB or the UBC community's activities that are expected to arise as a result of the booking; and to ensuring the safety and security of affected persons and facilities;
 - 4.1.4 obligate the person booking space to execute an agreement addressing the requirements in section 4 of the Procedures to this Policy; and
 - 4.1.5 be approved by the Administrative Head of the unit.
- 4.2 *Public Access to Rules.* The rules described in section 4.1 (above) must be publicly accessible or otherwise available upon request.

5. Role of Treasury

- 5.1 *Informing Treasury.* Where:
 - 5.1.1 a booking of any Bookable Space, or any other UBC Lands and Facilities, involves a term of occupation that is four consecutive weeks or longer; and/or
 - 5.1.2 the booking involves exclusive use or near-exclusive use of the Bookable Space, or any other UBC Lands and Facilities. For the purposes of this Policy, "exclusive use" means:
 - (a) the party making the booking has independent and unrestricted access to the space during and after normal working hours (e.g. they have keys to the space and may come and go as they please for an extended period, as opposed to being granted access strictly at times that are within the discretion of UBC); or

- (b) UBC's rights to access the space are restricted, or UBC must give notice to the party making the booking in order to enter the space in the course of normal university business.

the unit responsible for administering the booking must inform Treasury before any firm commitment is made. If booking Bookable Space in the manner described above is a normal part of the operations of a unit, Treasury and the unit should standardize and streamline communications with Treasury, including establishing norms for contacting Treasury, and creating and implementing template booking documents and agreements.

- 5.2 *Guidance and Advice.* All units responsible for administering Bookable Space should seek guidance and advice from Treasury regarding the appropriate terms and conditions to place upon their bookings.
- 5.3 *Treasury Requirements.* Treasury will require that any booking be formalized in a written agreement that, at minimum, addresses the matters set out in section 4 of the Procedures to this Policy, and such other requirements as Treasury may deem necessary.

6. Definitions

- 6.1 *"Bookable Space"* means the lands and spaces within UBC Lands and Facilities that are made available by UBC for bookings.
- 6.2 *To "book" a space* means to grant a right to use that space, on the agreed upon terms and conditions, whether the term used is "booking", "rental", or some other variation of these terms.
- 6.3 *"Member" means*
 - 6.3.1 Administrative units of UBC;
 - 6.3.2 Students, faculty, staff, and alumni including those representing groups organized by such persons;
 - 6.3.3 The Alma Mater Society of UBC Vancouver and subsidiary groups and clubs;
 - 6.3.4 The UBC Students' Union Okanagan and subsidiary groups and clubs;
- 6.4 *"Off-Campus Space"* means any Bookable Space located outside of UBC's Vancouver and Okanagan campuses.
- 6.5 *"Permitting Authority"* means:
 - 6.5.1 for UBC's Vancouver campus, Campus and Community Planning or the Ministry of Transportation and Infrastructure, as applicable;

- 6.5.2 for UBC's Okanagan campus, Campus and Community Planning or the City of Kelowna, as applicable; and
- 6.5.3 for Off-Campus Space, the local government having jurisdiction where the Off-Campus Space is located.
- 6.6 "*Regulatory Requirements*" means any requirements established by the Board of Governors or federal, provincial, or local governments relating to the use of Bookable Space.
- 6.7 "*UBC Lands and Facilities*" means all real property to which UBC has right of possession, whether by way of ownership, lease or otherwise.



PROCEDURES ASSOCIATED WITH THE SPACE RENTAL POLICY

Pursuant to the Regulatory Framework Policy, the President may approve Procedures or the amendment or repeal of Procedures. Such approvals must be reported at the next meeting of the UBC Board of Governors or as soon thereafter as practicable.

Capitalized terms used in these Procedures that are not otherwise defined herein shall have the meanings given to such terms in the accompanying Policy, being the Space Rental Policy.

1. Additional Definitions for these Procedures

1.1 The types of Bookable Space include:

Teaching Space

- 1.1.1 *General Teaching Space.*** UBC may designate certain Bookable Space as general teaching space, which means that such space is to be used for the teaching needs of faculties or departments, in addition to the faculty or department in whose facility the space is located.
- 1.1.2 *Restricted Teaching Space.*** UBC may designate certain Bookable Space as restricted teaching space, which means that such space is to be used for that faculty's or department's teaching needs, with ancillary use in periods of low academic utilization for UBC-hosted academic functions (conferences, symposia, etc.) only.

Non-Teaching Space

- 1.1.3 *Designated Facility and Designated Administrator.*** Buildings, portions of buildings, indoor and/or outdoor facilities, and any other Bookable Space (both indoor and outdoor) may be designated as a Designated Facility for the purposes of this Policy, and for each Designated Facility there must be a faculty, department or unit responsible for administering bookings (referred to as the Designated Administrator). Each of the Responsible Executives shall appoint a person who shall have the responsibility of: (a) designating the Designated Facilities on their campus (if any); (b) designating a Designated Administrator for each Designated Facility, and (c) ensuring that a current listing of the Designated Facilities and their respective Designated Administrators is made publicly available. Before a decision regarding a current or proposed Designated Facility is taken, the affected faculty(ies), department(s) or unit(s) must be consulted. If any affected faculty, department or unit is unsatisfied with the decision to designate a facility or remove a designation and the matter cannot be resolved informally, the matter may be referred to the Responsible Executive for the relevant campus for resolution.

- 1.1.4 *Research, Administrative and Ancillary Space*. Indoor or outdoor Bookable Space that is not General Teaching Space, Restricted Teaching Space, or a Designated Facility, is considered, for the purposes of this Policy, Research, Administrative and Ancillary Space, which means that it may be used for the academic, research, cultural, social, athletic, administrative or other needs of UBC and/or the faculty or department in whose facility the space is located, and may be made available for booking for a variety of uses, including Events, Commercial Activities and Filming and Photography. Such space includes laboratories, administration offices and boardrooms, and multi-use and common areas, such as atriums and foyers.

1.2 The types of activities contemplated in this Policy include:

Academic / Educational Activities

1.2.1 *Core Academic / Educational Activities*, which means:

- (a) classes or events related to UBC credit course offerings (i.e. UBC degree and diploma courses approved by Senate);
- (b) examinations, seminars, discussion groups, and similar activities related to UBC credit course offerings; and
- (c) research conducted by faculty, staff and students of UBC or under the auspices of UBC.

1.2.2 *Other Academic / Educational Activities*, which means:

- (a) classes, courses and programs offered by UBC, but which do not lead to a UBC degree or diploma approved by Senate, which includes all courses offered by Continuing Studies; and
- (b) conferences, symposia and other academic/educational activities hosted by UBC faculty and/or staff.

Other Activities

1.2.3 *Administrative Activities*, which means:

- (a) administrative meetings or other similar activities of student clubs sanctioned by a UBC students' union or UBC Athletics and Recreation, faculty-sponsored student groups, or other similar organizations that are supported by UBC; and
- (b) UBC faculty and staff meetings, training sessions or presentations related to the performance of their duties.

1.2.4 *Athletic or Recreational Activities*, which includes, without limitation, the activities of varsity, club and intramural sports teams sanctioned by UBC or a unit thereof, or a UBC students' organization; athletic programming (UBC or externally organized); and

recreational programs (UBC or externally organized), such as kids' camps; but does not include "Events", which are described below.

1.2.5 *Commercial Activities*, which means activities of a primarily commercial nature, including operating a Business, and engaging in any other activity for marketing, sales, or profit purposes. For the purpose of this Policy,

(a) the term "Commercial Activities" does not include an Event, nor Filming and Photography (these are defined separately below); and

(b) the term "Business" means:

(i) a commercial or industrial activity or undertaking of any kind; or

(ii) professional, personal or other services provided for the purpose of gain,

but does not include an activity carried on by UBC or by agencies of UBC.

1.2.6 *Events*, which means activities that do not fit within the other activities described above, such as exhibitions, shows, concerts, festivals or promotional or sporting events (such as multi-site tournaments and single or multi-sport races, e.g. marathons, triathlons, and bicycle races), and similar activities of short duration. As used in this Policy, the term "Events" does not include Filming and Photography.

1.2.7 *Filming and Photography*, which means filming and photography carried out by external production organizations, and by students, whether or not related to a UBC credit course. Excluded are filming and photography conducted for solely personal purposes (e.g. spontaneous photographs and short filming by family and friends).

2. Responsibility for Booking of Indoor and Outdoor Bookable Space

2.1 The following units are responsible for administering the booking of Bookable Space and are the primary points of contact for persons wishing to book or rent such space:

2.1.1 *Regarding Bookable Space at UBC's Vancouver campus:*

Type of Bookable Space	Use	Primary point of Contact
General Teaching Space (see definition, section 1.1.1 above)	Core Academic / Educational Activities Other Academic / Educational Activities Athletic or Recreational Activities Administrative Activities Commercial Activities Events	Enrolment Services

Type of Bookable Space	Use	Primary point of Contact
	(see below for Filming and Photography)	
Restricted Teaching Space	All activities, but see section 2.1.4 below.	The unit allocated the Restricted Teaching Space by UBC
Research, Administrative and Ancillary Space (see definition, section 1.1.4 above)	Core Academic / Educational Activities Other Academic / Educational Activities Athletic or Recreational Activities Administrative Activities Commercial Activities Events (see below for Filming and Photography)	The unit allocated the Bookable Space by UBC
General Teaching Space, Research, Administrative and Ancillary Space, and all other <u>indoor</u> Bookable Space	Filming and Photography	Campus and Community Planning
Designated Facilities (see definition, section 1.1.3 above)	Core Academic / Educational Activities Other Academic / Educational Activities Athletic or Recreational Activities Administrative Activities Commercial Activities Events	The Designated Administrator (see definition, section 1.1.3 above)
Designated Facilities (indoor and outdoor) (see definition, section 1.1.3 above)	Filming and Photography	Campus and Community Planning
All <u>outdoor</u> Bookable Space, except for that which forms part of a Designated Facility	Core Academic / Educational Activities Other Academic / Educational Activities	Campus and Community Planning

Type of Bookable Space	Use	Primary point of Contact
	Athletic or Recreational Activities Administrative Activities Events Commercial Activities Filming and Photography	

2.1.2 Regarding Bookable Space at UBC's Okanagan campus, the primary point of contact is:

Type of Bookable Space	Use	Primary point of Contact
General Teaching Space (see definition, section 1.1.1 above)	Core Academic / Educational Activities	Enrolment Services
All other types of Bookable Space	All other Activities, (including conferences, symposia and other academic/educational activities hosted by UBC faculty and/or staff)	The unit or department identified on the website maintained by Central Booking or Campus and Community Planning, as determined by the Responsible Executive for the UBC Okanagan Campus.

2.1.3 Regarding Bookable Space at Off-Campus Space:

Type of Bookable Space	Use	Primary point of Contact
Off-Campus Space, both indoor and outdoor	All activities, other than Filming and Photography	The unit allocated the Off-Campus Space by UBC
Off-Campus Space, both indoor and outdoor	Filming and Photography	Campus and Community Planning

2.1.4 Regarding *Restricted Teaching Space* (see definition, section 1.1.2 above): the faculty or department allocated control of any Restricted Teaching Space is responsible for administering the use of such space, it being understood that such space will not be generally available for bookings, except in periods of low academic utilization where such space may be made available for UBC-hosted academic functions (conferences, symposia, etc.) only.

2.2 *Generally Applicable Rules.* All bookings of Bookable Space, and the use thereof, must comply with the following:

- 2.2.1 this Policy and the Procedures to this Policy; and
- 2.2.2 the applicable Regulatory Requirements (which may include the obligation for the user group to obtain the necessary approvals from the Permitting Authority).
- 2.3 *Additional Requirement for Designated Administrators.* Whenever booking an Event, the Designated Administrator must:
 - 2.3.1 require the user booking the Bookable Space to execute an agreement in accordance with section 4 of these Procedures;
 - 2.3.2 before or if otherwise impractical, immediately after the booking is made, inform:
 - (a) Campus and Community Planning with respect to facilities in UBC's Vancouver campus; or
 - (b) the Central Booking Office, with respect to facilities in UBC's Okanagan campus, and
 - 2.3.3 inform the person requesting the booking that additional permits, licenses and approvals may be required.

3. Events, Commercial Activities and Filming / Photography

- 3.1 *At UBC's Vancouver campus.* Events, Commercial Activities, and Filming and Photography must comply with all other applicable UBC policies, rules and regulations, including, for example: Land Use Rules adopted by the Board of Governors pursuant to the Land Use Policy, which include Business Licensing; and the Alcohol Policy.
- 3.2 *At UBC's Okanagan campus.* Events, Commercial Activities, and Filming and Photography at UBC's Okanagan campus must comply with the bylaws adopted by the Permitting Authority (the City of Kelowna), if any, and any UBC policies, rules and guidelines issued by UBC in respect of such activity.
- 3.3 *Disruption Mitigation.* Events, Commercial Activities, and Filming and Photography must not interfere with or impede scheduled Core and Other Academic Activities and must be coordinated with all activities (academic and otherwise) occurring in the affected areas, so as to minimize disruption and, if disruption is inevitable, to mitigate such disruption, including clear and wide prior communications regarding any disruptions, proper traffic and parking control, ensuring access to buildings and facilities, and reasonable noise control.

4.1.1 License Agreement

- 4.1 Each user of Bookable Space must execute an agreement which addresses the following issues:
 - 4.1.1 term of agreement;

- 4.1.2 rental charges, and costs (e.g. taxes, utility charges, damage charges, cancellation fees, set-up/clean-up charges & extra services (e.g. AV equipment, furniture, catering); government fees & licenses; etc.);
- 4.1.3 cancellation of the agreement;
- 4.1.4 compliance with all applicable laws relating to the licensee's use of Bookable Space;
- 4.1.5 a requirement that all persons in the Bookable Space conduct themselves in a manner that is not inconsistent with UBC's accepted standards of behaviour;
- 4.1.6 requirements regarding noise and nuisance
- 4.1.7 requirements regarding the payment of the cost to UBC of providing security to protect the safety of the UBC community and facilities
- 4.1.8 an indemnity in favour of UBC for all liability incurred by UBC including damage to UBC property;
- 4.1.9 insurance and liability requirements;
- 4.1.10 the payment of a deposit to ensure compliance with the terms of the agreement and to offset any liability or costs to UBC resulting from the booking;
- 4.1.11 rules concerning signs, posters, advertising, merchandising, etc.;
- 4.1.12 use of UBC trademarks and other intellectual property;
- 4.1.13 hours covered by agreement;
- 4.1.14 liquor and cannabis regulations;
- 4.1.15 security and policing;
- 4.1.16 traffic and parking;
- 4.1.17 safety and emergency procedures;
- 4.1.18 smoking and vaping; and
- 4.1.19 nuisance and noise.

- 4.2 The specific terms of each such license or agreement may vary depending on factors such as the nature, time, length and date of the proposed use.

4. Specific Booking Priorities

- 5.1 From May to August, inclusive, UBC Conferences and Accommodation shall have a higher booking priority than all other uses except Core Academic / Educational Activities for the following spaces:
 - 5.1.1 all classrooms in the P.A. Woodward Instructional Resources Centre; and

5.1.2 all General Teaching Space at UBC's Okanagan campus.

(for greater certainty, the term "classrooms" includes lecture theatres)



EXPLANATORY NOTES REGARDING THE SPACE RENTAL POLICY AND ASSOCIATED PROCEDURES

Issued July 2019 by the Office of the University Counsel

The OUC has prepared these Explanatory Notes to provide context and background regarding the Space Rental Policy. These Explanatory Notes do not replace or supersede the content of the Space Rental Policy and its Procedures.

Policy Long Title:	Booking and Rental of UBC Space
Policy Short Title:	Space Rental Policy
Policy Number:	UP9
Responsible Executive:	Vice-President, Finance and Operations Deputy Vice-Chancellor and Principal (UBC Okanagan)
Responsible Board Committee:	Property Committee
Related Policies:	GA2 - Regulatory Framework Policy SC4 - Environmental Protection Policy SC1 - Health and Safety Policy SC9 - Alcohol Policy SC13 - At-Risk Behaviour Policy SC2 - Smoking/Vaping Policy UP5 - Equipment/Services Use Policy UP12 - Land Use Policy UP6 - Trademark Policy UP8 - Signage Policy
History:	<ul style="list-style-type: none">• The Space Rental Policy was first approved by the Board of Governors in February 1997;• The Space Rental Policy was revised in February 2015;• The Space Rental Policy was updated in July 2019 to reflect a new policy identification system; it is currently identified as the Space Rental Policy, its long title is Booking and Rental of UBC Space, and its number is UP9. The previous identification number for this policy was #107.
Related Legislation:	N/A

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	69
Deletions	31
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	100

Short-Term Classroom Rental Agreement For Commercial/Other Third Parties

This Agreement is made by and between The University of British Columbia ("UBC") and (~~Organizer~~ Renter name and company) with an address for notices at (address, phone, email) (the "Renter").

In consideration of the terms and covenants hereinafter set out and mutually agreed to by the parties hereto, the parties agree as follows:

~~Rental~~ Venue & Use

1. The ~~rental-venue~~ Venue is (location, room number) (the "~~Rental~~ Venue").
2. UBC will make the ~~Rental~~ Venue available for ~~exclusive~~ the use by the Renter on (date), from (time) (the "Booking").
3. The Renter will use the ~~Rental~~ Venue during the Booking period only for the purpose of the (event name) (the "Event").
4. The Renter will not permit more than (capacity of room) people to attend the ~~Rental~~ Venue during the Booking (the "Event Participants").

Rent

5. The Renter will pay to UBC \$ (cost) for the use of the ~~Rental~~ Venue during the Booking (the "Rent"). The Renter will pay to UBC the Rent on or before (date). The Renter will also pay to UBC on or before (date) an amount for UBC's costs of providing security for the event of \$(cost) which may be modified from time to time in accordance with the terms of this Agreement.
6. The Renter will pay to UBC, immediately upon receipt of invoice, an additional charge for opening and/or closing the ~~Rental~~ Venue in the amount set out on the Fee schedule found at <https://facultystaff.students.ubc.ca/enrolment-services/scheduling-records-systems-management/scheduling-services/room-booking-requests-general-teaching-space/non-ubc-individualsgroups-bookings>

Insurance

7. On the same day as the day the Renter pays to UBC the Rent and in any event no later than 2 weeks before the first date of the Booking, the Renter will provide ~~proof~~ to UBC a certificate of insurance showing that ~~the Renter~~ has ~~purchased a~~ secured a commercial general liability insurance policy covering bodily injury, including death, and property loss or damage, in the amount not less than ~~TWO (2) CAD\$2~~ MILLION dollars per occurrence or such other amount as may be required by UBC by notice in writing. Such policy shall ~~name UBC~~ include a cross liability clause and shall include The University of British Columbia, its Governors, Senate members, employees and agents and all others for whom it may be in law responsible as additional insureds. For greater certainty,
 - a. a policy that includes "UBC" (instead of "The University of British Columbia") will not be satisfactory; and
 - b. UBC may immediately terminate this Agreement should the Renter fail to provide satisfactory proof of insurance as required in this Section.

Terms & Conditions

8. Appendix "A" to this Agreement contains additional terms and conditions applicable to this Agreement. The Renter represents and warrants that it has read, understands, and agrees to comply with all terms and conditions set out on Appendix "A".

IN WITNESS WHEREOF the parties executed this Agreement intending that it be binding upon them.

Print Name

Renter's Signature

DATE

Print Name

UBC's Signature

DATE

Appendix A
Terms & Conditions of Short-Term Classroom Rentals for Commercial/Other Third Parties

1. Non Exclusive Use

1.1 The rights granted under this Agreement are non-exclusive contractual rights of the Renter to use the Venue, together with UBC and UBC's employees, contractors and invitees. Notwithstanding the foregoing, UBC will not exercise its access rights to the Venue in any way that interferes with the Organizer's use of the Venue, except to exercise its rights and obligations under this Agreement, and generally as the owner of the Venue

2. Renter and Event Participants

2.1 The Renter acknowledges that it is responsible for any persons invited by the Renter to attend the Venue to participate in the Event, including speaker(s), performer(s), and their staff.

2.2 References to Event Participants in this Agreement includes all persons who enter the Campus or the Venue (or both) to attend the Event as the Organizer's invitees or ticketholders regardless of whether they actually attend the Event.

3. ~~4.~~ Liability & Indemnification

3.1 ~~1.1~~ The Renter ~~agrees that~~ hereby releases UBC, its Governors, Senate members, employees, students and agents ~~shall not be responsible for~~ from any loss, damage or destruction of any property whatsoever, personal injury, or death however caused, arising from any aspect of the Agreement, ~~including without limitation, any personal injury, death or consequential damage of any nature whatsoever;~~

~~1.2 The Renter will indemnify and hold harmless UBC and its Governors, Senate members, employees and students against all claims, demands, damages, costs and expenses, including reasonable legal fees, in respect of death, injury, loss or damage to person or property, however caused, arising from any aspect of the Agreement.~~

(a) that may be suffered or sustained by the Renter or by its officers, employees or agents, and any persons invited by the Renter to attend the Venue to participate in the Event, including speaker(s), performers, and their respective staff;

(b) however caused, if UBC or its officers, employees or agents enter upon the Venue in the case of an emergency or to carry out their employment obligations;

(c) however caused, to books, records, files, money, papers or other valuables of the Renter, its officers, employees, or agents, and any persons invited by the Renter to attend the Venue to participate in the Event, including speaker(s), performers, and their respective staff; and

(d) any loss which the Renter is obligated to insure against hereunder or has insured against;

except to the extent resulting from the negligence or wrongful intentional act of UBC or those for whom UBC is responsible in law.

3.2 ~~1.3~~ The Renter ~~shall and shall ensure that its officers, employees or agents, and any persons invited by the Renter to attend the Venue to participate in the Event, including speaker(s), performers, and their respective staff,~~ will not damage the ~~Rental Venue in any way. The Renter will supervise all Event Participants and ensure they conduct themselves in an orderly manner. The Renter will be responsible and liable~~ Venue or the Campus in any way. In addition, the Renter hereby assumes responsibility for the conduct and actions of all Event Participants. ~~The, and accordingly;~~

(a) the Renter will pay the cost of ~~damages arising from any aspect of the Agreement including, repair or replacement all property damaged during or immediately following the Event, including~~ but not limited to damage to any of UBC's buildings, structures, facilities, fields, furnishings, and equipment;

- (b) the Renter will reimburse UBC all costs actually incurred by UBC to take all reasonable measures to protect the Venue and the Campus from damage, and the public from personal injury and death; and
- (c) the Renter will secure appropriate insurance, satisfactory to UBC, in addition to any insurance provided for under this Agreement, to ensure that the Renter's liability under this Section is insured against.

3.3 The Renter hereby indemnifies and agrees to defend and hold harmless UBC, its governors, officers, employees, agents and officials (collectively, the "Indemnitees") from and against any claims, costs (including reasonable legal fees and court costs), expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if any such claim, demand or action is sustained as a result of the fault or negligence of the Renter, persons for whom the Renter is responsible or liable at law, and Event Participants, in connection with this Agreement including without limitation, any property damage, injury or death arising from the Event and the conduct of Event Participants prior to, during and following the Event, except where and to the extent that such claims, demands or actions are the direct result of fault or negligence of UBC.

4. ~~2-~~ **Care and Condition of Venue**

4.1 ~~2.1~~ The Renter will leave the ~~Rental~~ Venue in a clean and orderly condition. After the completion of the Booking, UBC will assess the condition of the ~~Rental~~ Venue to determine whether the ~~Rental~~ Venue has been left in a clean and orderly condition. If UBC determines, in its sole discretion, that the ~~Rental~~ Venue was not left in a clean and orderly condition, the Renter will pay to UBC, due immediately upon receipt of invoice, \$35.00 per hour or portion thereof for cleaning time necessary to clean the ~~Rental~~ Venue (overtime rate of \$51.00 per hour). If the cleaning time required to clean the ~~Rental~~ Venue is less than one (1) hour, the Renter will pay to UBC a minimum charge of \$35.00. (\$51.00 overtime rate). Further information regarding custodial services can be found at the following site: [Custodial Services General Information](#)

5. ~~3-~~ **Cancellation**

5.1 ~~3.1~~ If the Renter wishes to cancel the Booking or a portion thereof, the Renter will deliver to UBC written notice of cancellation by email at room.bookings@ubc.ca, or mail Scheduling Services, 0040 – 1874 East Mall, Vancouver, British Columbia, V6T 1Z1. The Renter will pay to UBC a cancellation fee, due immediately upon receipt of invoice, for the cancellation of the Booking or portion thereof as follows:

- a) if the cancellation notice is received by UBC more than 30 calendar days prior to the first day of the Booking, UBC will not charge a cancellation fee;
- b) if the cancellation notice is received by UBC between fifteen to thirty (15 – 30) calendar days prior to the first date of the Booking, the Renter agrees to pay UBC 20% of the Rent in respect of the cancelled Booking or portion thereof;
- c) if the cancellation notice is received by UBC between seven to fourteen (7 - 14) calendar days prior to the first date of the Booking, the Renter agrees to pay UBC 50% of the Rent in respect of the cancelled Booking or portion thereof; and
- d) if the cancellation notice is received by UBC less than seven (7) calendar days prior to the first date of the Booking, the Renter agrees to pay 100% of the Rent in respect of the cancelled Booking or portion thereof.

5.2 ~~3.2~~ The cancellation fees set out in this section ~~3.5~~ are payable as liquidated damages and not as a penalty and represent a reasonable estimate of the actual damages that would be suffered by UBC if the Renter cancels the Booking.

~~5.3 3.3~~ UBC may cancel the Booking ~~upon written notice to the Renter at least seven (7) calendar days~~ at any time prior to ~~or during~~ the ~~first booking date.~~ UBC will use reasonable efforts to identify an alternative Rental Venue that is acceptable to the Renter. ~~Booking.~~ If cancelling one day or more before the Booking, UBC shall issue the notice in writing, and if cancelling any time after, the cancellation will be effective if delivered orally to the Renter's representatives, or in writing to the Renter's address as set out on page 1 of this Agreement.

~~5.4~~ UBC is not liable for any loss or damage of any nature or kind whatsoever and however caused that may be suffered by the Renter arising out of or related to the cancellation of a Booking ~~and any non-performance of the Agreement by UBC is excused.~~ in accordance with this section.

~~3.4~~ — If either party is prevented from performing its obligations under this Agreement for reasons beyond its reasonable control, including but not limited to riots, fires, flood, governmental controls or regulations, strikes, work stoppages, lockouts, war, the parties are excused from performing their obligations under this Agreement and neither party is liable for any damages resulting from such non-performance. For greater certainty, any strike or work stoppage which affects the obligations of UBC under this Agreement shall be deemed to be an event beyond the reasonable control of UBC.

6. ~~4.~~ Parking

~~6.1 4.1~~ — The Renter will ensure that Event Participants follow the parking regulations of UBC Parking and Access Control Services, including but not limited parking in only those spaces designated for visitor parking. The Renter further agrees not to allow any Event Participants to obstruct building fire lanes and access routes reserved for emergency vehicles. The Renter understands and acknowledges that any vehicle parked in violation of the rules of UBC Parking and Access Control Services may be towed by UBC at the owner's expense. Further information can be found at <https://parking.ubc.ca/hourly-rates>

7. Alcohol Smoking, Vaping and Sale of Tobacco-Related Products on Campus

~~7.1 5.~~ **Alcohol** ~~5.1~~ — The Renter will not permit ~~the sale,~~ consumption ~~or advertisement~~ of alcoholic beverages in the ~~Rental Venue except in designated licensed areas and as authorized prior to the Booking in writing by UBC.~~ Applications and related submission deadlines can be found at <https://students.ubc.ca/campus-life/organizing-campus-events/serving-alcohol/special-occasion-licence-in-door-space/special-occasion-licence-checklist-indoor-space> specifically approved by UBC in advance and subject to all applicable UBC policies, regulations and procedures. For greater certainty, upon receipt of approval from UBC:

(a) The Renter is responsible for applying for, obtaining and maintaining, all alcohol sale and consumption permits and licences as required by UBC and pursuant to the Liquor Control and Licensing Act (as it may be amended from time to time); and

(b) ~~5.2~~ — The Renter will ensure that Event Participants comply with the terms and conditions set out in The Renter is responsible for ensuring the compliance of the Renter's employees, contractors and agents, including those the Renter has invited to speak or perform as part of the Event, and all Event Participants, with the applicable terms of the applicable permits and licenses, and UBC's Policy #13 "Serving ~~or and~~ Consumption of Alcohol at University Facilities and Events ~~or on University Premises~~" (available ~~on~~ line ~~at~~ <http://www.universitycounsel.ubc.ca/files/2015/08/policy13.pdf> .

7.2 **Smoking, Vaping etc.** The Renter acknowledges and agrees that the Renter shall not, nor will they permit their employees, contractors, agents and any persons they have invited to attend the Event as a speaker or performer, to contravene UBC Policy #15 "Smoking, Vaping and the Sale of Tobacco-Related Products on Campus". Without limiting the foregoing, the Renter hereby agrees that:

- (a) the Event will not involve the advertisement, promotion, sale or distribution of any Tobacco-Related Products (as defined in Policy #15); and
- (b) Smoking (as defined in Policy #15) is prohibited in the Venue and any enclosed premises leading to and from the Venue (as applicable), unless a specific permit is granted, in advance, by UBC in accordance with Policy #15.

8. ~~6.~~ Food & Beverages / Concessions

~~8.1 6.1~~ The Renter will not permit the consumption of food or beverages by concession or otherwise in the ~~Rental~~ Venue without advance written authorization from UBC. Please contact Scheduling Services by email at room.bookings@ubc.ca for further information.

~~8.2 6.2~~ The Renter will ensure that the serving of food or beverages complies with the Vancouver Coastal Health Authority's guidelines for serving food at special events, which can be found at the following link: <http://www.vch.ca/public-health> (general information). Additionally, the Renter will obtain a food permit from the Vancouver Coastal Health Authority and submit a copy of that permit to Scheduling Services at least 14 days before the Event. The permit application can be found at the following link: <http://www.vch.ca/public-health/environmental-health-inspections/restaurant-food-safety/apply-for-a-food-service-permit>.

~~8.3 6.3~~ If the Renter has obtained advance written authorization for the consumption of food or beverages, the Renter may choose to contract with UBC Catering for food or beverage services.

~~8.4 (a)~~ In addition, UBC Custodial Services will require a cleaning deposit for all events where alcohol is consumed. Further information regarding the deposit can be obtained by contacting Custodial Services directly. Contact information can be found at buildingoperations.ubc.ca/business-units/building-services/custodial/

~~8.5 6.4~~ Without limiting the generality of the foregoing, the Renter will not permit the use of any cooking devices, heating devices, candles or flammable materials in the ~~Rental~~ Venue.

9. ~~7.~~ Furnishings, Audio-Visual Equipment & Audio-Visual Support

~~9.1 7.1~~ The Renter will assume the responsibility for the use of any installed audio-visual equipment ("Equipment") and furnishings ("Furnishings") in the ~~Rental~~ Venue. The Renter will pay to UBC an amount equal to the replacement and repair costs associated with damage or theft of Equipment and Furnishings, due immediately upon receipt of invoice. The Renter will not use any audio-visual equipment other than the Equipment at the ~~Rental~~ Venue without the prior written consent of UBC.

~~9.2 7.2~~ The Renter acknowledges that any arrangements for and costs of additional audio-visual equipment required by the Renter are the sole responsibility of the Renter. The Renter should book these items in advance by contacting UBC IT Audio Visual Services at 604.822.5579 or av.helpdesk@ubc.ca. Further information can be found at <https://it.ubc.ca/services/audio-visual-creative-services/events-and-equipment-rentals>

~~9.3 7.3~~ The Renter acknowledges that the Booking does not include audio-visual support, and that any arrangements for and costs of audio-visual support required by the Renter is the sole responsibility of the Renter. The Renter may make arrangements to book AV technical support from UBC IT Audio Visual Services at 604.822.5579 or av.helpdesk@ubc.ca.

7.4 The Renter acknowledges that the Booking does not include arrangements for additional furnishings. The Renter acknowledges that any arrangements for and costs of additional furnishings required by the Renter are the sole responsibility of the Renter. The Renter should book these items in advance by contacting Building Operations at 604 822-2172.

10. ~~8.~~ Signs

10.1 ~~8.1~~—The Renter acknowledges that all notices, posters, advertising, and signs in connection with any aspect of the Agreement must comply with UBC Policy #120 “Posting of Notices, Poster and Signs” (available on line at <http://www.universitycounsel.ubc.ca/files/2010/08/policy120.pdf>). UBC may remove any notices, posters, advertising and/or signs that contravene UBC Policy #120.

11. ~~9.~~ Use of the name “University of British Columbia” and other UBC marks

11.1 ~~9.1~~—The Renter will comply with the terms and conditions in UBC Policy #110 “Third-Party Use of University Trade-Marks” (available on line at <https://universitycounsel.ubc.ca/files/2018/09/policy110.pdf>). The Renter acknowledges that UBC has the exclusive authority to regulate the use of UBC’s trade-marks and official marks used by UBC to identify itself, the wares, or services that it offers (collectively “UBC Marks”). The Renter will not use any UBC Marks in connection with the Agreement without advance written authorization from UBC, which may be withheld for any reason.

12. ~~10.~~ Copyright, Trademarks, Licenses and Royalties

12.1 ~~10.1~~—The Renter acknowledges that it is solely responsible for obtaining all licenses with regard to the use of intellectual property in connection with the Agreement including, but not limited to copyrighted music, dramatic or other works. The Renter is responsible for all royalties, fees and other costs arising from the Renter’s use of such works and from the Renter’s use of any patented, trademarked or franchised articles, devices, or processes in connection with the Agreement. The Renter will indemnify, defend, save and hold harmless, UBC, its Governors, Senate members, employees, students, and agents from any and all claims, demands, actions, and suits that may arise from the Renter’s use of any of the above described works, materials, articles, devices or processes in connection with the Agreement.

~~11. — Compliance with the Law~~

~~11.1 — The Renter will comply with all applicable laws, including but not limited to hate legislation, in connection with the Agreement.~~

13. ~~12.~~ Compliance with UBC Policies

13.1 ~~12.1~~—The Renter ~~will comply with all UBC policies and regulations as applicable to the Agreement.~~

~~13. — Public Safety~~ 13.1 ~~—~~ acknowledges that UBC has adopted various policies and procedures that apply to its facilities and operations and the Renter’s rights under this Agreement are granted subject to UBC’s obligation to comply with such policies and procedures. The Renter will ~~conduct all activities in the Rental Venue in compliance with UBC Policy #7 “University Safety” (available on line at~~ ensure that its officers, employees or agents, and any persons invited by the Renter to attend the Venue to participate in the Event, including speaker(s), performers, and their respective staff will act in compliance with all applicable UBC policies and procedures, and in accordance with UBC’s reasonable instructions and requirements based in such policies and procedures. UBC’s policies and procedures are set out here: <https://universitycounsel.ubc.ca/policies/index/>. Without limiting the generality of the foregoing, the Renter acknowledges receipt of notice of the following UBC policies:

13.2 Public Safety: UBC Policy #7 “Occupational and Research Health and Safety” (available on line at <http://www.universitycounsel.ubc.ca/policies/policy7.pdf>).

13.3 Alcohol: UBC’s Policy #13 “Serving and Consumption of Alcohol at University Facilities and Events” (available on line at <http://www.universitycounsel.ubc.ca/files/2015/08/policy13.pdf>

13.4 ~~14. Smoking~~ ~~14.1 — The Renter will not permit smoking in the Rental Venue and will ensure that all Event Participants comply with, Vaping etc.;~~ UBC Policy #15 “Smoking, Vaping and the Sale of Tobacco-Related Products on Campus” (available ~~on line~~online at <https://www.universitycounsel.ubc.ca/files/2019/02/policy15.pdf><https://universitycounsel.ubc.ca/policies/policy15.pdf>).

15. Security

- 13.5 Booking Space: UBC Policy #107 "Booking and Rental of UBC Space" (available online at <https://universitycounsel.ubc.ca/files/2015/02/policy107.pdf>).
- 13.6 UBC's name and Trademarks: UBC Policy #110 "Third-Party Use of University Trade-Marks" (available on line at <https://universitycounsel.ubc.ca/files/2018/09/policy110.pdf>).
- 13.7 Signs: UBC Policy #120 "Posting of Notices, Poster and Signs" (available on line at <http://www.universitycounsel.ubc.ca/files/2010/08/policy120.pdf>).

14. Compliance with the Laws and Standards

14.1 ~~15.1~~ The Renter will, at its own cost, make advance arrangements with UBC Campus Security Services by contacting the Security Supervisor at <https://security.ubc.ca/campus-security-services/event-security-requests> and/or the appropriate police enforcement authorities for security during the Booking as required by UBC by notice in writing, and will ensure that the Event Participants comply with all applicable laws in the exercise of their rights and obligations in this Agreement, and conduct themselves in a manner that is not inconsistent with UBC's accepted standards of behaviour.

14.2 Without limitation, the Renter will, and will ensure that its officers, employees or agents, and any persons invited by the Renter to attend the Venue to participate in the Event, including speaker(s), performers, and their respective staff, comply with all applicable provisions of the Criminal Code and the applicable provisions of the British Columbia Human Rights Code.

14.3 For greater certainty, should UBC determine that the Event involves or is likely to involve illegal activity (including but not limited to breaches of the laws listed above), UBC may contact the police, and may terminate this Agreement at any time, including during the Booking.

14.4 UBC reserves the right to remove, or require the Renter to promptly remove, from the Venue and the Campus any persons who are the responsibility of the Renter or any Event Participants who breach applicable laws (including provisions of the Criminal Code restricting hate speech) or UBC policies, threaten the safety or security of persons or threaten or commit property damage or destruction, or otherwise conduct themselves in a manner that is not inconsistent with UBC's accepted standards of behaviour.

15. Security

15.1 UBC may make suitable arrangements for licensed security services for the Event, in compliance with UBC's then current campus security requirements and guidelines. For greater certainty, UBC may, in its sole discretion, address security issues inside as well as outside the Venue, which may include all or a significant portion of the Campus.

15.2 If UBC, acting reasonably, deems the Event a "high impact event" (e.g. significant use of active roads, road closures, potential for protestors or other disruptive persons, a significant number of Event Participants, and/or the use of multiple spaces on campus, etc.), UBC will establish a security plan for the Event (the "**Security Plan**"). The Renter will comply with and cooperate with UBC and the security services employed by UBC, to execute the Security Plan.

15.3 The Renter will be responsible for all security costs for the Event, including without limitation, the security services required to implement the Security Plan (if applicable), and otherwise all such costs reasonably incurred by UBC to ensure the safety and security of the Campus before, during and after the Event. UBC will provide the Renter with an estimate of security costs, which will be paid in advance of the Event. UBC

may modify security requirements, in which case the Renter may be required to pay additional amounts for security costs upon request from UBC.

15.4 Under no circumstances will the Renter permit unlicensed persons to provide security services, whether formally or informally, for compensation or on a volunteer basis.

16. Government Fees & Licenses

16.1 The Renter agrees that it is solely responsible for and will pay when due all licence fees, permit fees, assessments and taxes that may be imposed by any government or government agency whether federal, provincial or municipal in connection with the Agreement.

17. Noise

17.1 The Renter will not make, or permit to be made, any noise or sound that, in the opinion of UBC, tends to unreasonably disturb the quiet, peace, rest, enjoyment, comfort or convenience of the persons in the vicinity without the prior written consent of UBC.

18. Building Safety

18.1 The Renter will not, and will ensure that the Renter's employees, contractors and agents, including those the Renter has invited to speak or perform as part of the Event and their respective staff do not block any portion of any passage way or exit. The Renter will not block, lock or otherwise render unusable any exit door, and will maintain all designated exits in a manner which keeps those exits visible at all times.

18.2 The Renter acknowledges that, if the Venue is partially or wholly within a building, parts of the building are open to the public; and the Renter is solely responsible for and will take all necessary precautions to protect the personal property of the Renter and the Renter's employees, contractors and agents, including those the Renter has invited to speak or perform as part of the Event and their respective staff.

19. Force Majeure

19.1 Notwithstanding anything in this Agreement to the contrary, neither party will be deemed to be in default in respect of the performance of any of the terms, covenants, and conditions of this Agreement, if the failure or delay in such performance is due to any cause beyond the control of such party and occurring without that party's fault or negligence, including significant and disruptive protests of, demonstrations against, and efforts by individuals or organizations to stop the Event; credible threats against public safety, security and property ; weather that results in the closure of the Campus or that make the Event or travel or and from the Event unsafe (including but not limited to ice, snow, and lightning); and any strike, lockout or labour or civil unrest, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, acts of terrorism, mass-casualty event, outbreak of virulent disease or other public health emergency, governmental regulations or controls, earthquake, Acts of God, and computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service, telecommunications provider or hosting facility but excluding a lack of funds or other financial reasons.

20. Assignment Prohibited

The Renter may not assign, sublicense, subcontract, or otherwise grant any third party any of its rights or benefits under this Agreement.

21. Non-Waiver

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right unless the waiver is in writing and executed by the party to be bound by the waiver. Any waiver of a breach by a party shall not constitute consent to, waiver of, or excuse for any other or subsequent breach of this Agreement.

22. Law and Forum

This Agreement and all claims arising out of or relating to this Agreement, including disputes regarding its validity or interpretation and the exercise of any right or the enforcement of any obligation arising hereunder, will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties hereby exclusively attorn to the jurisdiction of the Courts of competent jurisdiction of British Columbia in any proceeding hereunder.

23. Time is of the Essence

Time is of the essence of this Agreement.

24. Entire Agreement

There are no covenants, promises, warranties, representations, conditions or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral, between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement.

Document comparison by Workshare 9.5 on Thursday, September 5, 2019
10:08:11 AM

Input:	
Document 1 ID	file:///C:/Users/ylui/Desktop/Classroom Old.doc
Description	Classroom Old
Document 2 ID	file:///C:/Users/ylui/Desktop/Classroom New.doc
Description	Classroom New
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	179
Deletions	100
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	279

**Short-Term Classroom Rental Agreement
For Commercial/Other Third Parties**

This Agreement is made by and between The University of British Columbia ("UBC") and (Renter name and company) with an address for notices at (address, phone, email) (the "Renter").

In consideration of the terms and covenants hereinafter set out and mutually agreed to by the parties hereto, the parties agree as follows:

Venue & Use

1. The Venue is (location, room number) (the "Venue").
2. UBC will make the Venue available for the use by the Renter on (date), from (time) (the "Booking").
3. The Renter will use the Venue during the Booking period only for the purpose of the (event name) (the "Event")..
4. The Renter will not permit more than (capacity of room) people to attend the Venue during the Booking (the "Event Participants").

Rent

5. The Renter will pay to UBC \$ (cost) for the use of the Venue during the Booking (the "Rent"). The Renter will pay to UBC the Rent on or before (date). The Renter will also pay to UBC on or before (date) an amount for UBC's costs of providing security for the event of \$(cost) which may be modified from time to time in accordance with the terms of this Agreement.

6. The Renter will pay to UBC, immediately upon receipt of invoice, an additional charge for opening and/or closing the Venue in the amount set out on the Fee schedule found at <https://facultystaff.students.ubc.ca/enrolment-services/scheduling-records-systems-management/scheduling-services/room-booking-requests-general-teaching-space/non-ubc-individualsgroups-bookings>

Insurance

7. On the same day as the day the Renter pays to UBC the Rent and in any event no later than 2 weeks before the first date of the Booking, the Renter will provide to UBC a certificate of insurance showing that the Renter has secured a commercial general liability insurance policy covering bodily injury, including death, and property loss or damage, in the amount not less than CAD\$2 MILLION dollars per occurrence or such other amount as may be required by UBC by notice in writing. Such policy shall include a cross liability clause and shall include The University of British Columbia, its Governors, Senate members, employees and agents and all others for whom it may be in law responsible as additional insureds. For greater certainty,

- a. a policy that includes "UBC" (instead of "The University of British Columbia") will not be satisfactory; and
- b. UBC may immediately terminate this Agreement should the Renter fail to provide satisfactory proof of insurance as required in this Section.

Terms & Conditions

8. Appendix "A" to this Agreement contains additional terms and conditions applicable to this Agreement. The Renter represents and warrants that it has read, understands, and agrees to comply with all terms and conditions set out on Appendix "A".

IN WITNESS WHEREOF the parties executed this Agreement intending that it be binding upon them.

Print Name

Renter's Signature

DATE

Print Name

UBC's Signature

DATE

Appendix A
Terms & Conditions of Short-Term Classroom Rentals for Commercial/Other Third Parties

1. Non Exclusive Use

1.1 The rights granted under this Agreement are non-exclusive contractual rights of the Renter to use the Venue, together with UBC and UBC's employees, contractors and invitees. Notwithstanding the foregoing, UBC will not exercise its access rights to the Venue in any way that interferes with the Organizer's use of the Venue, except to exercise its rights and obligations under this Agreement, and generally as the owner of the Venue

Renter and Event Participants

1.2 The Renter acknowledges that it is responsible for any persons invited by the Renter to attend the Venue to participate in the Event, including speaker(s), performer(s), and their staff.

1.3 References to Event Participants in this Agreement includes all persons who enter the Campus or the Venue (or both) to attend the Event as the Organizer's invitees or ticketholders regardless of whether they actually attend the Event.

2. Liability & Indemnification

2.1 The Renter hereby releases UBC, its Governors, Senate members, employees, students and agents from any loss, damage or destruction of any property whatsoever, personal injury, or death however caused, arising from any aspect of the Agreement, including without limitation, any personal injury, death or consequential damage of any nature whatsoever:

- (a) that may be suffered or sustained by the Renter or by its officers, employees or agents, and any persons invited by the Renter to attend the Venue to participate in the Event, including speaker(s), performers, and their respective staff;
- (b) **however caused**, if UBC or its officers, employees or agents enter upon the Venue in the case of an emergency or to carry out their employment obligations;
- (c) however caused, to books, records, files, money, papers or other valuables of the Renter, its officers, employees, or agents, and any persons invited by the Renter to attend the Venue to participate in the Event, including speaker(s), performers, and their respective staff; and
- (d) any loss which the Renter is obligated to insure against hereunder or has insured against;

except to the extent resulting from the negligence or wrongful intentional act of UBC or those for whom UBC is responsible in law.

2.2 The Renter shall and shall ensure that its officers, employees or agents, and any persons invited by the Renter to attend the Venue to participate in the Event, including speaker(s), performers, and their respective staff, will not damage the Venue or the Campus in any way. In addition, the Renter hereby assumes responsibility for the conduct and actions of all Event Participants, and accordingly:

- (a) the Renter will pay the cost of repair or replacement all property damaged during or immediately following the Event, including but not limited to damage to any of UBC's buildings, structures, facilities, fields, furnishings, and equipment;
- (b) the Renter will reimburse UBC all costs actually incurred by UBC to take all reasonable measures to protect the Venue and the Campus from damage, and the public from personal injury and death; and
- (c) the Renter will secure appropriate insurance, satisfactory to UBC, in addition to any insurance provided for under this Agreement, to ensure that the Renter's liability under this Section is insured against.

- 2.3 The Renter hereby indemnifies and agrees to defend and hold harmless UBC, its governors, officers, employees, agents and officials (collectively, the “**Indemnitees**”) from and against any claims, costs (including reasonable legal fees and court costs), expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if any such claim, demand or action is sustained as a result of the fault or negligence of the Renter, persons for whom the Renter is responsible or liable at law, and Event Participants, in connection with this Agreement including without limitation, any property damage, injury or death arising from the Event and the conduct of Event Participants prior to, during and following the Event, except where and to the extent that such claims, demands or actions are the direct result of fault or negligence of UBC.

3. Care and Condition of Venue

3.1 The Renter will leave the Venue in a clean and orderly condition. After the completion of the Booking, UBC will assess the condition of the Venue to determine whether the Venue has been left in a clean and orderly condition. If UBC determines, in its sole discretion, that the Venue was not left in a clean and orderly condition, the Renter will pay to UBC, due immediately upon receipt of invoice, \$35.00 per hour or portion thereof for cleaning time necessary to clean the Venue (overtime rate of \$51.00 per hour). If the cleaning time required to clean the Venue is less than one (1) hour, the Renter will pay to UBC a minimum charge of \$35.00. (\$51.00 overtime rate). Further information regarding custodial services can be found at the following site: [Custodial Services General Information](#)

4. Cancellation

4.1 If the Renter wishes to cancel the Booking or a portion thereof, the Renter will deliver to UBC written notice of cancellation by email at room.bookings@ubc.ca, or mail Scheduling Services, 0040 – 1874 East Mall, Vancouver, British Columbia, V6T 1Z1. The Renter will pay to UBC a cancellation fee, due immediately upon receipt of invoice, for the cancellation of the Booking or portion thereof as follows:

- a) if the cancellation notice is received by UBC more than 30 calendar days prior to the first day of the Booking, UBC will not charge a cancellation fee;
- b) if the cancellation notice is received by UBC between fifteen to thirty (15 – 30) calendar days prior to the first date of the Booking, the Renter agrees to pay UBC 20% of the Rent in respect of the cancelled Booking or portion thereof;
- c) if the cancellation notice is received by UBC between seven to fourteen (7 - 14) calendar days prior to the first date of the Booking, the Renter agrees to pay UBC 50% of the Rent in respect of the cancelled Booking or portion thereof; and
- d) if the cancellation notice is received by UBC less than seven (7) calendar days prior to the first date of the Booking, the Renter agrees to pay 100% of the Rent in respect of the cancelled Booking or portion thereof.

4.2 The cancellation fees set out in this section 4 are payable as liquidated damages and not as a penalty and represent a reasonable estimate of the actual damages that would be suffered by UBC if the Renter cancels the Booking.

4.3 UBC may cancel the Booking at any time prior to or during the Booking. If cancelling one day or more before the Booking, UBC shall issue the notice in writing, and if cancelling any time after, the cancellation will be effective if delivered orally to the Renter's representatives, or in writing to the Renter's address as set out on page 1 of this Agreement.

4.4 UBC is not liable for any loss or damage of any nature or kind whatsoever and however caused that may be suffered by the Renter arising out of or related to the cancellation of a Booking in accordance with this section.

5. Parking

5.1 The Renter will ensure that Event Participants follow the parking regulations of UBC Parking and Access Control Services, including but not limited parking in only those spaces designated for visitor parking. The Renter further agrees not to allow any Event Participants to obstruct building fire lanes and access routes reserved for emergency vehicles. The Renter understands and acknowledges that any vehicle parked in violation of the rules of UBC Parking and Access Control Services may be towed by UBC at the owner's expense. Further information can be found at <https://parking.ubc.ca/hourly-rates>

6. Alcohol Smoking, Vaping and Sale of Tobacco-Related Products on Campus

6.1 **Alcohol** The Renter will not permit the sale, consumption or advertisement of alcoholic beverages in the Venue except as specifically approved by UBC in advance and subject to all applicable UBC policies, regulations and procedures. For greater certainty, upon receipt of approval from UBC:

- (a) The Renter is responsible for applying for, obtaining and maintaining, all alcohol sale and consumption permits and licences as required by UBC and pursuant to the Liquor Control and Licensing Act (as it may be amended from time to time); and
- (b) The Renter is responsible for ensuring the compliance of the Renter's employees, contractors and agents, including those the Renter has invited to speak or perform as part of the Event, and all Event Participants, with the applicable terms of the applicable permits and licenses, and UBC's Policy #13 "Serving and Consumption of Alcohol at University Facilities and Events."

6.2 **Smoking, Vaping etc.** The Renter acknowledges and agrees that the Renter shall not, nor will they permit their employees, contractors, agents and any persons they have invited to attend the Event as a speaker or performer, to contravene UBC Policy #15 "Smoking, Vaping and the Sale of Tobacco-Related Products on Campus". Without limiting the foregoing, the Renter hereby agrees that:

- (a) the Event will not involve the advertisement, promotion, sale or distribution of any Tobacco-Related Products (as defined in Policy #15); and
- (b) Smoking (as defined in Policy #15) is prohibited in the Venue and any enclosed premises leading to and from the Venue (as applicable), unless a specific permit is granted, in advance, by UBC in accordance with Policy #15.

7. Food & Beverages / Concessions

7.1 The Renter will not permit the consumption of food or beverages by concession or otherwise in the Venue without advance written authorization from UBC. Please contact Scheduling Services by email at room.bookings@ubc.ca for further information.

7.2 The Renter will ensure that the serving of food or beverages complies with the Vancouver Coastal Health Authority's guidelines for serving food at special events, which can be found at the following link: <http://www.vch.ca/public-health> (general information). Additionally, the Renter will obtain a food permit from the Vancouver Coastal Health Authority and submit a copy of that permit to Scheduling Services at least 14 days before the Event. The permit application can be found at the following link: <http://www.vch.ca/public-health/environmental-health-inspections/restaurant-food-safety/apply-for-a-food-service-permit>.

7.3 If the Renter has obtained advance written authorization for the consumption of food or beverages, the Renter may choose to contract with UBC Catering for food or beverage services.

7.4 In addition, UBC Custodial Services will require a cleaning deposit for all events where alcohol is consumed. Further information regarding the deposit can be obtained by contacting Custodial Services directly. Contact information can be found at buildingoperations.ubc.ca/business-units/building-services/custodial/

7.5 Without limiting the generality of the foregoing, the Renter will not permit the use of any cooking devices, heating devices, candles or flammable materials in the Venue.

8. Furnishings, Audio-Visual Equipment & Audio-Visual Support

8.1 The Renter will assume the responsibility for the use of any installed audio-visual equipment ("Equipment") and furnishings ("Furnishings") in the Venue. The Renter will pay to UBC an amount equal to the replacement and repair costs associated with damage or theft of Equipment and Furnishings, due immediately upon receipt of invoice. The Renter will not use any audio-visual equipment other than the Equipment at the Venue without the prior written consent of UBC.

8.2 The Renter acknowledges that any arrangements for and costs of additional audio-visual equipment required by the Renter are the sole responsibility of the Renter. The Renter should book these items in advance by contacting UBC IT Audio Visual Services at 604.822.5579 or av.helpdesk@ubc.ca. Further information can be found at <https://it.ubc.ca/services/audio-visual-creative-services/events-and-equipment-rentals>

8.3 The Renter acknowledges that the Booking does not include audio-visual support, and that any arrangements for and costs of audio-visual support required by the Renter is the sole responsibility of the Renter. The Renter may make arrangements to book AV technical support from UBC IT Audio Visual Services at 604.822.5579 or av.helpdesk@ubc.ca.

7.4 The Renter acknowledges that the Booking does not include arrangements for additional furnishings. The Renter acknowledges that any arrangements for and costs of additional furnishings required by the Renter are the sole responsibility of the Renter. The Renter should book these items in advance by contacting Building Operations at 604 822-2172.

9. Signs

9.1 The Renter acknowledges that all notices, posters, advertising, and signs in connection with any aspect of the Agreement must comply with UBC Policy #120 "Posting of Notices, Poster and Signs" (available on line at <http://www.universitycounsel.ubc.ca/files/2010/08/policy120.pdf>). UBC may remove any notices, posters, advertising and/or signs that contravene UBC Policy #120.

10. Use of the name "University of British Columbia" and other UBC marks

10.1 The Renter will comply with the terms and conditions in UBC Policy #110 "Third-Party Use of University Trade-Marks" (available on line at <https://universitycounsel.ubc.ca/files/2018/09/policy110.pdf>). The Renter acknowledges that UBC has the exclusive authority to regulate the use of UBC's trade-marks and official marks used by UBC to identify itself, the wares, or services that it offers (collectively "UBC Marks"). The Renter will not use any UBC Marks in connection with the Agreement without advance written authorization from UBC, which may be withheld for any reason.

11. Copyright, Trademarks, Licenses and Royalties

11.1 The Renter acknowledges that it is solely responsible for obtaining all licenses with regard to the use of intellectual property in connection with the Agreement including, but not limited to copyrighted music, dramatic or other works. The Renter is responsible for all royalties, fees and other costs arising from the Renter's use of such works and from the Renter's use of any patented, trademarked or franchised articles, devices, or processes in connection with the Agreement. The Renter will indemnify, defend, save and hold harmless, UBC, its Governors, Senate members, employees, students, and agents from any and all claims, demands, actions, and suits that may arise from the Renter's use of any of the above described works, materials, articles, devices or processes in connection with the Agreement.

12. Compliance with UBC Policies

12.1 The Renter acknowledges that UBC has adopted various policies and procedures that apply to its facilities and operations and the Renter's rights under this Agreement are granted subject to UBC's obligation to comply with such policies and procedures. The Renter will ensure that its officers, employees or agents, and any persons invited by the Renter to attend the Venue to participate in the Event, including speaker(s), performers, and their respective

staff will act in compliance with all applicable UBC policies and procedures, and in accordance with UBC's reasonable instructions and requirements based in such policies and procedures. UBC's policies and procedures are set out here: <https://universitycounsel.ubc.ca/policies/index/>. Without limiting the generality of the foregoing, the Renter acknowledges receipt of notice of the following UBC policies:

- 12.2 Public Safety: UBC Policy #7 "Occupational and Research Health and Safety" (available on line at <http://www.universitycounsel.ubc.ca/policies/policy7.pdf>).
- 12.3 Alcohol: UBC's Policy #13 "Serving and Consumption of Alcohol at University Facilities and Events" (available on line at <http://www.universitycounsel.ubc.ca/files/2015/08/policy13.pdf>
- 12.4 Smoking, Vaping etc.: UBC Policy #15 "Smoking, Vaping and the Sale of Tobacco-Related Products on Campus" (available online at <https://universitycounsel.ubc.ca/policies/policy15.pdf>).
- 12.5 Booking Space: UBC Policy #107 "Booking and Rental of UBC Space" (available online at <https://universitycounsel.ubc.ca/files/2015/02/policy107.pdf>).
- 12.6 UBC's name and Trademarks: UBC Policy #110 "Third-Party Use of University Trade-Marks" (available on line at <https://universitycounsel.ubc.ca/files/2018/09/policy110.pdf>).
- 12.7 Signs: UBC Policy #120 "Posting of Notices, Poster and Signs" (available on line at <http://www.universitycounsel.ubc.ca/files/2010/08/policy120.pdf>).

13. Compliance with the Laws and Standards

13.1 The Renter will, and will ensure that the Event Participants comply with all applicable laws in the exercise of their rights and obligations in this Agreement, and conduct themselves in a manner that is not inconsistent with UBC's accepted standards of behaviour.

13.2 Without limitation, the Renter will, and will ensure that its officers, employees or agents, and any persons invited by the Renter to attend the Venue to participate in the Event, including speaker(s), performers, and their respective staff, comply with all applicable provisions of the Criminal Code and the applicable provisions of the British Columbia Human Rights Code.

13.3 For greater certainty, should UBC determine that the Event involves or is likely to involve illegal activity (including but not limited to breaches of the laws listed above), UBC may contact the police, and may terminate this Agreement at any time, including during the Booking.

13.4 UBC reserves the right to remove, or require the Renter to promptly remove, from the Venue and the Campus any persons who are the responsibility of the Renter or any Event Participants who breach applicable laws (including provisions of the Criminal Code restricting hate speech) or UBC policies, threaten the safety or security of persons or threaten or commit property damage or destruction, or otherwise conduct themselves in a manner that is not inconsistent with UBC's accepted standards of behaviour.

14. Security

14.1 UBC may make suitable arrangements for licensed security services for the Event, in compliance with UBC's then current campus security requirements and guidelines. For greater certainty, UBC may, in its sole discretion, address security issues inside as well as outside the Venue, which may include all or a significant portion of the Campus.

14.2 If UBC, acting reasonably, deems the Event a "high impact event" (e.g. significant use of active roads, road closures, potential for protestors or other disruptive persons, a significant number of Event Participants,

and/or the use of multiple spaces on campus, etc.), UBC will establish a security plan for the Event (the “**Security Plan**”). The Renter will comply with and cooperate with UBC and the security services employed by UBC, to execute the Security Plan.

- 14.3 The Renter will be responsible for all security costs for the Event, including without limitation, the security services required to implement the Security Plan (if applicable), and otherwise all such costs reasonably incurred by UBC to ensure the safety and security of the Campus before, during and after the Event. UBC will provide the Renter with an estimate of security costs, which will be paid in advance of the Event. UBC may modify security requirements, in which case the Renter may be required to pay additional amounts for security costs upon request from UBC.
- 14.4 Under no circumstances will the Renter permit unlicensed persons to provide security services, whether formally or informally, for compensation or on a volunteer basis.

15. Government Fees & Licenses

15.1 The Renter agrees that it is solely responsible for and will pay when due all licence fees, permit fees, assessments and taxes that may be imposed by any government or government agency whether federal, provincial or municipal in connection with the Agreement.

16. Noise

16.1 The Renter will not make, or permit to be made, any noise or sound that, in the opinion of UBC, tends to unreasonably disturb the quiet, peace, rest, enjoyment, comfort or convenience of the persons in the vicinity without the prior written consent of UBC.

17. Building Safety

17.1 The Renter will not, and will ensure that the Renter's employees, contractors and agents, including those the Renter has invited to speak or perform as part of the Event and their respective staff do not block any portion of any passage way or exit. The Renter will not block, lock or otherwise render unusable any exit door, and will maintain all designated exits in a manner which keeps those exits visible at all times.

17.2 The Renter acknowledges that, if the Venue is partially or wholly within a building, parts of the building are open to the public; and the Renter is solely responsible for and will take all necessary precautions to protect the personal property of the Renter and the Renter's employees, contractors and agents, including those the Renter has invited to speak or perform as part of the Event and their respective staff.

Force Majeure

17.3 Notwithstanding anything in this Agreement to the contrary, neither party will be deemed to be in default in respect of the performance of any of the terms, covenants, and conditions of this Agreement, if the failure or delay in such performance is due to any cause beyond the control of such party and occurring without that party's fault or negligence, including significant and disruptive protests of, demonstrations against, and efforts by individuals or organizations to stop the Event; credible threats against public safety, security and property ; weather that results in the closure of the Campus or that make the Event or travel to and from the Event unsafe (including but not limited to ice, snow, and lightning); and any strike, lockout or labour or civil unrest, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, acts of terrorism, mass-casualty event, outbreak of virulent disease or other public health emergency, governmental regulations or controls, earthquake, Acts of God, and computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service, telecommunications provider or hosting facility but excluding a lack of funds or other financial reasons.

18. Assignment Prohibited

The Renter may not assign, sublicense, subcontract, or otherwise grant any third party any of its rights or benefits under this Agreement.

19. Non-Waiver

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right unless the waiver is in writing and executed by the party to be bound by the waiver. Any waiver of a breach by a party shall not constitute consent to, waiver of, or excuse for any other or subsequent breach of this Agreement.

20. Law and Forum

This Agreement and all claims arising out of or relating to this Agreement, including disputes regarding its validity or interpretation and the exercise of any right or the enforcement of any obligation arising hereunder, will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties hereby exclusively attorn to the jurisdiction of the Courts of competent jurisdiction of British Columbia in any proceeding hereunder.

21. Time is of the Essence

Time is of the essence of this Agreement.

22. Entire Agreement

There are no covenants, promises, warranties, representations, conditions or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral, between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement.

Freedom of expression, academic freedom, and equality: seven institutional responsibilities

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Author's note: This brief paper has been written in response to the "Freedom of Expression Statement Draft" dated 8 November, 2017. I endorse the tenets of mutual respect and collective responsibility that are set out in that document. However, while the draft statement properly emphasizes collective responsibility for fostering freedom of expression, it does not expressly set out the university's institutional responsibilities. A clear statement of these responsibilities is necessary to ensure that institutional structures and decision-making processes protect and advance principles that are fundamental to academic culture. This paper represents my efforts to identify the institutional responsibilities that arise from the separate but related values of freedom of expression, academic freedom, and equality rights insofar as they apply to UBC.

1. Freedom of expression, academic freedom and equality rights are distinct¹ values² that have technical legal meanings.³ In Canada, each of these values has a different definition,

* Thank you to Lynn Smith and Margot Young for providing very helpful comments on earlier drafts of this paper. Of course, I take sole responsibility for the contents of this paper including any errors.

¹ In respect of the distinctions between freedom of expression and academic freedom, see Jacob Levy, "Safe Spaces, Academic Freedom and the University as Complex Association", Bleeding Heart Libertarians, March 2016 online: <http://bleedingheartlibertarians.com/2016/03/safe-spaces-academic-freedom-and-the-university-as-a-complex-association/>.

² The term "values" is used by the Supreme Court of Canada when describing the role of Charter rights and freedoms in administrative decision making, for example *Doré v Barreau du Québec*, 2012 SCC 2.

³ Freedom of expression is a fundamental freedom under s. 2(b) of the *Canadian Charter of Rights and Freedoms* [Charter]. Equality rights are protected by s. 15 of the Charter. There is detailed case law defining the scope and purpose of each of these provisions. (See for example *Irwin Toy v Quebec*, [1989] 1 SCR 927 at 968 and 977 re freedom of expression; *Withler v Canada*, [2011] 1 SCR 396 at [31] – [37] re equality.) Under Canadian law, universities are not generally government actors for the purposes of the Charter: *McKinney v University of Guelph*, [1990] 3 SCR 229 at 275. In this respect (and others), Canadian public universities are in a different legal position from their American counterparts: *Rosenberger v University of Virginia*, (1995) 515 US 819 at 822; Levy, above note 1. However, public bodies that are not directly bound by the Charter have been required to consider "Charter values" in some aspects of their decision-making and subjected to judicial review with respect to whether "the decision-maker disproportionately, and therefore unreasonably, limited a Charter right." *Doré v Barreau du Québec*, 2012 SCC 2 at [6]. While the law is not entirely settled, the better view is probably that this requirement applies to some university processes: See *BC Civil Liberties Association v University of Victoria*, 2016 BCCA 162 at [55]. Academic freedom is recognised in UBC's academic calendar and the collective agreement between UBC and its faculty association. For more information about the legal status of this freedom at UBC, see Lynn Smith, "Academic Freedom: An Extended Excerpt from the Report of the Honourable Lynn Smith QC" online: https://academic.ubc.ca/sites/vpa.ubc.ca/files/documents/Smith_Academic_Freedom_History_and_Principles.pdf (Smith, "Academic Freedom").

history and potential for limitation than in other jurisdictions.⁴ Given the fundamental role of these values within universities and the prevalence of misunderstandings about their Canadian legal form, UBC's governors, senators, senior administrators and those charged with making institutional decisions (such as tenure & promotion decisions and student discipline decisions) should receive substantive training in their source, meaning and scope. This training should be designed, and ideally delivered, by a person who possesses appropriate teaching skills and who has academic expertise or exceptional professional experience with *freedom of expression, academic freedom, and equality rights*. To facilitate the university community's participation in academic governance and advance the understanding of these values among university members,⁵ the training materials should also be made available to the broader university community.

2. Under Canadian law, there is no hierarchy of rights and freedoms.⁶ For example, freedom of expression does not presumptively prevail over the right to equality, and *vice-versa*. UBC's governors, senators, senior administrators and decision-makers should receive substantive training in how to recognise and resolve situations in which rights and freedoms may come into conflict with one another.⁷ This training should be designed, and ideally delivered, by a person who possesses appropriate teaching skills and who has academic expertise or exceptional professional experience in *administrative decision-making and conflicts of rights and freedoms*. For the reasons set out above, these training materials should also be made available to the broader university community.

3. In some circumstances, the university may properly limit freedom of expression. At UBC, university administrators and other community members hold positive and reciprocal obligations to foster academic freedom. This obligation may require university administrators to respond when an expressive act threatens the academic freedom of those who reasonably feel

⁴ See for example *R v Keegstra*, [1990] 3 SCR 697 at 738 – 744; Kent Greenawalt, “Free Speech in the United States and Canada” (1992) 55 Law and Contemporary Problems 5; Frederick Schauer, “Free Speech and the Cultural Contingency of Constitutional Categories” (1992) 14 Cardozo Law Review 865; Stanley N Katz, “The Strange Birth and Unlikely History of Constitutional Equality” (1988) 75 The Journal of American History 747; Lynn Smith and William Black, “The Equality Rights”, (2013) 62 SCLR (2d) 301; Martha A Fineman, “Beyond Identities: The Limits of an Antidiscrimination Approach to Equality” (2012) 92 Boston University Law Review 1713; Michael Horn, *Academic Freedom in Canada: A History* (Toronto: University of Toronto Press, 1999); Carolyn Sale, “‘By Whose Definition?’: The University of Saskatchewan's Firing of a Dean and the Textual Battle to Define Academic Freedom in Canada” (2016) 29 Journal of Historical Sociology 23; Smith, “Academic Freedom”, *ibid*.

⁵ Throughout this paper, references to community members or members of the university are intended to have the same meaning as in the academic calendar.

⁶ *Dagenais v Canadian Broadcasting Corp*, [1994] 3 SCR 835 at 877.

⁷ See for example *Trinity Western University v British Columbia College of Teachers*, [2001] 1 SCR 772 at [29]; *Trinity Western University v The Law Society of Upper Canada*, 2016 ONCA 518 (now under appeal to the Supreme Court of Canada); *Reference re Same Sex Marriage*, 2004 SCC 79 at [50] and cases cited therein; Pierre Cloutier de Repentigny, “Of Diversity and Balancing of Rights: TWU v LSUC” *Canlii Connects* <http://canliiconnects.org/en/commentaries/42963>; *R v NS*, 2012 SCC 72; Frank Iacobucci, “Reconciling Rights’: The Supreme Court of Canada’s Approach to Competing Charter Rights” (2003) 20 SCLR (2d) 137.

targeted by that expression.⁸ The nature of the necessary response is likely to vary with the circumstances. Beyond threats to academic freedom, there are additional circumstances in which the university may limit freedom of expression.⁹ As an institution of teaching and research, the university is also a workplace, a learning environment and – for an increasingly large number of community members – a home.¹⁰ Recognising that the university performs these multiple roles, the *Charter* value of equality, BC laws, the UBC Statement on Respectful Environment, and university policies establish obligations and administrative principles that help to inform when and how it is appropriate for a university administrator or decision-maker to regulate expression.¹¹

4. In some circumstances, it will be improper to restrict expression: “in the university, unconventional ideas and controversial opinions deserve special protection.”¹² For members of the university community, responding critically to ideas or forms of expression with which one disagrees is generally consistent with respecting another’s freedom of expression.¹³ In the course of academic discussions, “academic freedom must be accompanied by academic responsibility; that is, [participants] must act responsibly, base statements and opinions on fact and evidence, and use acceptable scholarly methods in the pursuit of truth. ... Peer review is the best system we know of to ensure that a scholar's work is evaluated by the dispassionate judgement and knowledge of experts, rather than by the court of public opinion or political policy.”¹⁴ While expressing respect for academic freedom, senior administrators and presidents can make clear

⁸ Lynn Smith, “Summary of the Fact-Finding Process and Conclusions Regarding Alleged Breaches of Academic Freedom and Other University Policies at the University of British Columbia” October 15, 2015 at p 5 (Smith, “Summary”). Online: <https://president.ubc.ca/files/2015/10/Summary-of-Process-and-Conclusions-Final.pdf>.

⁹ The purposes of freedom of expression help to inform the circumstances in which regulation may be proper. See *Irwin Toy v Quebec*, [1989] 1 SCR 927 at 977 per Dickson CJ, Lamer and Wilson JJ, stating that these purposes include seeking truth, fostering participation in social and political decision-making, and cultivating diversity in individual self-fulfillment and human flourishing; *R v Keegstra*, [1990] 3 SCR 697 at 762 – 767 per Dickson CJ providing an example of how these purposes help to inform the circumstances in which freedom of expression may properly be limited.

¹⁰ See Richard Moon, “Demonstrations on Campus and The Case of Israeli Apartheid Week” in James Turk (ed) *Academic Freedom in Conflict: The Struggle Over Free Speech Rights in the University* (Lorimer, 2014) 185 at pp 194 – 198; Levy, above note 2.

¹¹ Online: <http://www.hr.ubc.ca/respectful-environment/files/UBC-Statement-on-Respectful-Environment-2014.pdf>. See also Moon, *ibid*; Levy, above note 2.

¹² Martha Piper, speech to the President’s Circle, October 9, 2001: https://senate.ubc.ca/sites/senate.ubc.ca/files/downloads/va_minutes_october2001.pdf; See also Stephen J Toope, *President’s Message to the UBC Community on Respectful Debate*. Online: <https://president.ubc.ca/featured/2017/04/06/presidents-message-to-the-ubc-community-on-respectful-debate-2/>.

¹³ See cases cited above, note 9. The same principle holds for academic freedom. Moon explains that academic freedom requires “the treatment of others in the academic community as interlocutors, as conversation partners who should be addressed and listened to.” Above note 10 at 186. American Civil Liberties Union, “Speech on Campus” online: <https://www.aclu.org/other/speech-campus>. Piper, *ibid*.

¹⁴ Piper, *ibid*; Levy, above note 2.

that repugnant and discriminatory views are not those of the university and that academic peers are the best judges of the scholarly merits of any given expression.¹⁵

5. Members of the university community and invited guests have the freedom to criticise UBC or its governance, and to raise concerns about academic freedom. This activity is protected as an exercise of academic freedom if it is performed honestly and in good faith, regardless of whether the person has research expertise in academic freedom.¹⁶ Governors, senators, university administrators and other university decision-makers must foster and respect this freedom even when it is uncomfortable or inconvenient to do so.

6. Members of the university should be supported in their activities and should not be expected to defend themselves without institutional support when they are criticised or threatened in connection with activities performed honestly and in good faith in the course of their role at the university.¹⁷ For example, faculty members who study or teach controversial or sensitive topics should be defended by university administrators against unfair criticism if such criticism is levelled at them, and should have timely access to training and institutional support.¹⁸

7. Proactively establishing a robust, diverse and inclusive institutional culture is indispensable to fostering a community that is resilient in the face of offensive expression.¹⁹ In addition to offering better training about legal responsibilities, the university should develop institutional policies and activities that advance substantive equality by ensuring that members of all backgrounds, identities and disciplines have equal opportunities to succeed at UBC. Designing institutional processes that include members of diverse backgrounds and value their input – while appropriately recognising and rewarding the work involved in participating in such processes – is one way to foster a more robust and inclusive culture.²⁰ Cluster hiring with appropriate internal processes and transitional support is another strategy by which the university

¹⁵ Speaking out against discriminatory expression helps to secure the academic freedom and dignity of targeted members of the university community, consistent with the UBC Statement on Respectful Environment, *ibid*, and Smith, Summary, above note 8. See also *R v Keegstra*, [1990] 3 SCR 697 at 756 – 758 per Dickson CJ. For further discussion of the importance of institutional responses, see ACLU, above note 13; Richard Cohen, “Colleges Must Uphold Free Speech but can Denounce Racist Speakers” Southern Poverty Law Centre, 26 October 2017 online: <https://www.splcenter.org/news/2017/10/26/splc-senate-colleges-must-uphold-free-speech-can-denounce-racist-speakers>

¹⁶ Smith, above note 4 at pp 19 – 21.

¹⁷ Smith, “Fact-Finding” above note 8 at p 7 – 8.

¹⁸ Jeannie Suk Gersen, “The Socratic Method in the Age of Trauma” (2017) 130 Harvard Law Review 2320 especially at 2339 – 2341.

¹⁹ ACLU, above note 15.

²⁰ Sara Ahmed, *Living a Feminist Life*, (Durham: Duke University Press, 2017) especially Part II; Shakil Choudhury, *Deep Diversity: Overcoming Us vs. Them* (Toronto: Between the Lines, 2015); Frances Henry et al, *The Equity Myth: Racialization and Indigeneity at Canadian Universities* (Vancouver: UBC Press, 2017) especially at 310 – 316.

can advance diversity, research excellence and learning outcomes.²¹ Adopting culturally appropriate processes to implement the Calls to Action of the Truth & Reconciliation Commission of Canada within the university's activities should be a top institutional priority.²² Equality concerns also arise in respect of ostensibly neutral institutional policies. To take an example that is salient to freedom of expression, university activities regarding media engagement should recognise that the benefits and risks of public engagement are not equally distributed. Some groups and individuals (including young adults, Indigenous people, visible minorities, LGBTQ2S people and feminists) are more frequently targeted by serious forms of online harassment than others.²³ Whether considering how to encourage public engagement or establishing institutional procedures for responding to online threats and harassment, the university should ensure that it does not place disproportionate burdens on those who bear greater risks in this domain.

²¹ Urban Universities for HEALTH and the Association for Public and Land Grant Universities Advisory Committee on Faculty Cluster Hiring, *Faculty Cluster Hiring for Diversity and Institutional Climate* (2015) online: http://urbanuniversitiesforhealth.org/media/documents/Faculty_Cluster_Hiring_Report.pdf; Beth McMurtrie, "The Promise and Peril of Cluster Hiring", *The Chronicle of Higher Education*, 3 March 2016.

²² Truth and Reconciliation Commission of Canada, *Calls to Action* online: http://www.trc.ca/websites/trcinstitution/File/2015/Findings/Calls_to_Action_English2.pdf.

²³ Alice Marwick and Rebecca Lewis, *Media Manipulation and Disinformation Online* (Data & Society Research: 2017) online: http://centerformediajustice.org/wp-content/uploads/2017/07/DataAndSociety_MediaManipulationAndDisinformationOnline.pdf; Pew Research Centre, *Online Harassment* (2014) online: http://www.centralvalleybusinesstimes.com/links/PI_OnlineHarassment_102214-1.pdf; Ruth Lewis, Michael Rowe, Clare Wiper, "Online Abuse of Feminists as an Emerging Form of Violence Against Women and Girls" (2016) 57 *British Journal of Criminology* 1462; George Veletsianos, *Social Media in Academia: Networked Scholars* (London: Routledge, 2016) chapter 8; Irfan Chaudhry, "#Hashtagging Hate: Using Twitter to Track Racism Online" (2015) 20 *First Monday*; Jamie Bartlett et al, *Anti-Social Media* (Demos, 2014) online: https://www.demos.co.uk/files/DEMOS_Anti-social_Media.pdf?1391774638; Mary Beard, "The Public Voice of Women" (2014) 36 *The London Review of Books* 11; Lise Gotell and Emily Dutton, "Sexual Violence in the 'Manosphere': Antifeminist Men's Rights Discourses on Rape", (2016) 5 *International Journal for Crime, Justice and Social Democracy* 65; Elizabeth Sheehy, "Defending Battered Women in the Media", (2016) 5 *International Journal for Crime, Justice and Social Democracy* 81.