THIS AGREEMENT made as of the 16th day of March, 1982.

#### BETWEEN:

YORK UNIVERSITY FACULTY ASSOCIATION (hereinafter referred to as "YUFA" or the "Association")

OF THE FIRST PART

- and -

PAUL EVANS, WILLIAM ECHARD, VIVIENNE MONTY, DAVID DAVIES and AL STAUFFER, (hereinafter referred to as the "Trustees"),

OF THE SECOND PART

#### **WITNESSETH THAT:**

WHEREAS the Board of Governors of York University and YUFA intend to amend the Collective Agreement dated May 1st, 1981, to provide for the payment by the Board of Governors of certain Unemployment Insurance Commission (UIC) premium rebates into a trust fund for all employees covered by the Collective Agreement between the University and YUFA;

AND WHEREAS to provide benefits for those aforementioned employees it is desired to establish a trust fund to be known as the YUFA Trust Fund;

AND WHEREAS the parties hereto have been duly authorized and have power to enter into this Trust Agreement for such purposes;

NOW THEREFORE IN CONSIDERATION OF the premises and mutual covenants herein contained, YUFA and the Trustees do hereby covenant and agree as follows:

#### **ARTICLE I**

#### **Definitions**

- 1.00 When the context so permits, for words of masculine gender, there may be read the corresponding word of feminine gender, or vice versa, and words implying the singular number may be construed to include the plural, or vice versa.
- 1.01 "Trust Agreement", as used herein, shall mean this instrument, including any amendments or modifications hereto.
- 1.02 "Trustees", as used herein, shall mean those persons designated, from time to time, as Trustees pursuant to the provisions of this Agreement.
- 1.03 "Association", as used herein, shall mean the York University Faculty Association.
- 1.04 "Faculty Member", as used herein, shall mean any person on whose behalf contributions are or have been made to the Trust Fund by the Board of Governors pursuant to the Collective Agreement between the Board of Governors and the Association.
- 1.05 "Trust Fund", as used herein, shall mean all of the assets of the YUFA Trust Fund.
- 1.06 "Administrator", as used herein, shall mean the person, firm or corporation appointed by the Trustees pursuant to Section 7.00 hereof to carry out the administrative procedures associated with the Trust Fund.
- 1.07 "Board of Governors", as used herein, shall mean the Board of Governors of York University.
- 1.08 "Collective Agreement", as used herein, shall mean the Collective Agreement entered into between the Association and the Board of Governors

dated May 1st, 1981, and the Memorandum of Agreement dated March 18th, 1982, and any successor agreement.

1.09 "YUFA Foundation", as used herein, means the YUFA Foundation, a corporation without share capital incorporated on the 6th day of February, 1980.

#### **ARTICLE II**

# CREATION, PURPOSE AND APPLICATION OF THE TRUST FUND AND POWERS OF TRUSTEES

#### 2.00 Creation

- (a) There is hereby established a Trust Fund which shall be known as the "YUFA Trust Fund" and the Trustees shall jointly hold property, enter into contracts and act in all matters on behalf of the Trust Fund under the name of "The Trustees of the YUFA Trust Fund." The title to all assets of the Trust Fund shall be jointly vested in and remain exclusively in the Trustees, except as otherwise provided herein;
- (b) All payments and contributions shall be made payable to "YUFA Trust Fund":
- (c) All payments into the Trust Fund, together with the income therefrom, shall constitute, on receipt by the Trustees or their designee, a trust fund to be administered by the Trustees in accordance with the terms of this Trust Agreement, solely for the provision of benefits to Faculty Members and the contribution of funds to the YUFA Foundation.

# 2.01 <u>Purpose</u>

The Trust Fund exists for the purpose of providing benefits of any kind whatsoever to or for the welfare of the Faculty Members which may include donations to the YUFA Foundation in the name of Faculty Members.

## 2.02 <u>Power of Trustees</u>

- (a) To provide benefits of any kind whatsoever to or for the welfare of the Faculty Members which may include donations to the YUFA Foundation in the name of Faculty Members;
- (b) To provide for payment to the Trustees by way of reimbursement for reasonable expenses incurred by the Trustees under specific authority granted by resolution of the Trustees; payment of proper administration costs of the Trust Fund (including employment of such actuarial, legal, professional, expert and clerical assistance as the Trustees, in their discretion, deem necessary or appropriate in the performance of their duties); expenses of collecting the University's contributions and any other monies and property to which the Trust Fund may be entitled, expenses incurred in the purchase or lease of such premises, materials, supplies and equipment as the Trustees deem necessary for the performance of their duties hereunder; and expenses incurred in the performance of such other acts as the Trustees in their sole discretion deem necessary or appropriate to carry out their duties hereunder;
- (c) To pay or provide for the payment of all real and personal property taxed, income taxes and other taxes or assessments of any kind and all kinds levied or assessed under existing or future laws upon or in respect of the Trust Fund or any money of property forming a part thereof;
- (d) To make deposits and payments pursuant to any contract providing benefits contemplated herein;
- (e) To keep property purchased by the Trustees registered in the name of the Trustees;
- (f) To establish an office for the transaction of the business of the Trust Fund and such office to maintain books and records pertaining to the Trust Fund and its administration;

- (g) To spend both interest and capital for the purpose of providing benefits to Faculty Members as provided for in this Trust Agreement;
- (h) To enter into agreements with insurance companies or trust companies or investment counsel to provide investment advice and, where applicable, to commingle monies deposited with them in any pooled funds administered by such organizations;
- (i) To enter into agreements with banks, trust companies or credit unions to act as custodians of the assets of the Trust Fund;
- (j) To decide all questions or controversies arising in any manner or between any parties or persons in connection with the Trust Fund or the operation thereof whether as to the construction of the language or meaning of the Trust Agreement or of the rules and regulations adopted by the Trustees under this Trust Agreement, or as to any writing, decision, instrument or accounts in connection with the operation of the Trust Fund or otherwise and the decision of the Trustees shall be binging upon all persons dealing with the Trust Fund;
- (k) In their names as Trustees or in the name of the Fund, demand, collect, receive and hold contributions and may take steps, including the institution and prosecution of, or the intervention in any proceedings at law, in equity or in bankruptcy, as may be necessary or desirable to effectuate collection of such contributions:
- (l) To have such other rights and powers necessarily incidental to those powers specifically set out herein.

# 2.03 <u>Limitations of Rights of the Trust Fund</u>

The following limitations shall apply to the rights or interests in, or use of, the Trust Fund:

- (a) Neither the Association, the Board of Governors or the Faculty Members, nor any other person, association, firm or corporation shall have any right, title or interest in or to the assets of the Trust Fund except as specifically provided by the applicable rules and regulations thereunder adopted by the Trustees.
- (b) Anything contained in this Trust Agreement to the contrary notwithstanding, no part of the corpus or income of the Trust Fund shall be invested or lent to of for the benefit of the Association of the Board of Governors or any Faculty Member or their beneficiaries, except as specifically permitted by law. No part of the corpus or income of the Trust Fund shall be used for or diverted to purposes other than the provision of benefits for Faculty Members and former members and their beneficiaries or for purposes authorized by specific provision under this Trust Agreement.
- (c) No money, property, equity or interest of any nature whatsoever in the Trust Fund or any benefits or money payable therefrom shall be subject to sale, transfer, assignment, encumbrance or other anticipation nor to seizure or sale under any legal, equitable or other process. In the event that any claim or benefit shall, because of any debt incurred by or resulting from any other claim or liability against any Faculty Member or by reason of any seizure or sale or any attempted sale under any legal, equitable or other process, or in any suit or proceeding become payable, or be liable to become payable to any person other than the Faculty Member for whom the same is intended, as provided herein, the Trustees have power to withhold payment of such claim or benefit to such Faculty Member until such assignment, transfer, encumbrance, anticipation or other disposition, writ of legal process is cancelled or withdrawn and to use and apply the amount of such claim or

benefit as the Trustees may deem best for the support and maintenance of such Faculty Member.

- (d) All funds received by the Trustees hereunder as part of the Trust Fund shall be deposited by them in such bank or banks or trust company or trust companies or credit union(s) as the Trustees may designate for the purpose and all withdrawals of such funds shall be made by the Trustees pursuant to the authorization by specific provision under this Trust Agreement. All accounts with such banks or trust companies or credit unions shall be opened in the name of "The Trustees of the YUFA Trust Fund."
- (e) The expenditure of monies by the Trustees as provided in Article 2.02(a) and (g) shall be exercised only after a majority of the Association members voting at an annual or general meeting of the Association have approved the said expenditure, or a majority of the Association members voting in a mail ballot authorized by the Association have approved the said expenditure. The Trustees may exercise all other powers as set out in Article 2.02 other than (a) and (g) without such approval, and the Trustees may make necessary expenditures incidental thereto.

#### ARTICLE III

#### Trustees

# 3.00 <u>Number and Designation</u>

The operation and administration of the Trust Fund shall be the responsibility of a Board of Trustees which shall be composed of five Trustees.

# 3.01 <u>Qualification of Trustees</u>

The Trustees must be members in good standing of the Association. A majority of the Trustees must **not** be members of the Executive Committee of the Association.

## 3.02 <u>Acceptance of Trusteeship</u>

A person, upon signing this Trust Agreement, or upon being elected to the office of Trustee, shall become vested with all property, rights, powers and duties of a trustee and shall be deemed to accept the trusts created and established by this Trust Agreement and to consent to act as Trustee and to agree to administer the Trust Fund as provided herein.

## 3.03 <u>Duration of Office</u>

- (a) The Trustees shall be elected at an annual or other general meeting of the members of the Association. A duly constituted annual or other general meeting of the Association members pursuant to the constitution and by-laws of the Association shall be considered a duly constituted meeting for the purpose of election of Trustees.
- (b) Each Trustee shall be elected to hold office until the first annual meeting of the Association after he shall have been elected, or until his successor shall have been duly elected and qualified. All the Trustees shall be retired at each annual meeting, but shall be eligible for re-election if otherwise qualified. The election may be by a show of hands, unless a ballot be demanded by any member.
- (c) The members of the Association may, by resolution passed by a simply majority of the votes cast at a general meeting of the Association at which notice specifying the intention to pass such resolution has been given, remove any Trustee before the expiration of his term of office and may, by a majority of the votes cast at that meeting, elect any other person in his stead for the remainder of his term.
- (d) Vacancies in the number of trustees, however caused, may, so long as a quorum of trustees remain in office, be filled by the Trustees

from among the qualified members of the Association, if they see fit so to do. Otherwise, such vacancy shall be filled at the next annual general meeting of the Association at which the trustees for the ensuing year are elected. Provided, however, that if there is not a quorum of trustees, the remaining trustees shall forthwith ask the Association Executive Committee to call a meeting of the members of the Association to fill his vacancy. If the number of trustees is increased between terms, vacancy or vacancies to the number of the authorized increase shall be deemed to have occurred, which vacancy or vacancies will be filled in the manner provided herein.

## 3.04 Reimbursement of Trustees

Trustees shall serve without compensation from the Trust Fund except for reimbursement for loss of wages or salary incurred by reason of time spent in connection with their duties as Trustees and other reasonable expenses incurred by them in the performance of their duties as Trustees provided, however, that the Trustees shall have determined that such expenses have been reasonable and necessary in the performance of such duties and provided that all reimbursements are specifically authorized by a resolution of the Trustees.

# 3.05 Release from Liability

- (a) In the event of the death of a Trustee, his heirs, administers, executors and assigns shall be fully discharged from all duties, responsibilities and liabilities in respect of this Trust Agreement arising after the date of death.
- (b) A Trustee may resign by giving notice in writing to the remaining Trustees and to the parties hereto, which notice shall state the date on which such resignation shall take effect and shall be effective as of that date and

such Trustee shall be fully discharged from any duty, responsibility or liability herein arising after such date.

(c) In the event of any Trustee being removed, his heirs, executors, administrators and assigns shall be fully discharged from all duties, responsibilities and liabilities in respect of this Trust Agreement arising after the effective date of the removal as given in the written notice thereof.

#### 3.06 <u>Turnover of Documents</u>

In the event that any Trustee shall resign, be removed, be incapable of acting, or die, he or his personal representative(s), as the case may be, shall forthwith turn over to the successor Trustee, any and all records, books, documents, monies and other property or assets in his possession forming part of the Trust Fund or incidental to his duties as a Trustee under this Trust Agreement or relating to the administration of the Trust Fund.

#### ARTICLE IV

#### OFFICE OF THE TRUST FUND

4.00 The office of the Trust Fund will be located at: York University,
 239 Administrative Studies Building, 4700 Keele Street, Downsview,
 Ontario, M3J 2R6 or such other location as the Trustees may designate.

#### ARTICLE V

#### MEETINGS AND DECISIONS OF TRUSTEES

# 5.00 <u>Calling of Meetings</u>

(a) Any three or more Trustees may call a meeting of the Trustees at any time by giving at least ten clear days' written notice of the time and place thereof to each Trustee. Such notices may be delivered in person or by telegram, or by prepaid registered or certified mail.

- (b) Meetings of the Trustees may be held at any time without notice if all the Trustees are present thereat or if those absent consent in writing to the holding thereof.
- (c) In the event that the Trustees shall unanimously concur in writing upon any proposition, no meeting thereupon need be held by the Trustees.
- (d) Meetings of the Trustees shall take place at the office of the Trust Fund or at such other place as the Trustees may, from time to time determine.

#### 5.01 Quorum

A quorum for the transaction of business shall consist of at least three Trustees.

## 5.02 <u>Chairman, Vice-Chairman and Acting Chairman</u>

- (a) The Trustees shall elect one of their members to be Chairman and another of the members to be Vice-Chairman, both officers to hold office until the annual meeting of the Association held in 1982 and annually thereafter, a new election shall take place. The Chairman and Vice-Chairman shall not be members of the Association Executive Committee.
- (b) The Chairman shall preside at each meeting or, in his absence, the Vice-Chairman shall preside. In the absence of both the Chairman and Vice-Chairman at any meeting, any other Trustee shall, by resolution, be designation Acting Chairman of that meeting.

# 5.03 <u>Decisions</u>

- (a) Each Trustee shall have one vote.
- (b) Decisions of the Trustees at any meeting at which a quorum is present shall be determined by a majority vote.

(c) Any decision is effective without a properly constituted meeting of the Board of Trustees if evidenced in writing signed by all the Trustees.

## 5.04 Deadlock

- (a) A deadlock shall be deemed to exist whenever a proposal, nomination, motion or resolution made by any Trustee is neither adopted nor rejected by a majority vote.
- (b) Neither the Chairman nor the Vice-Chairman nor any Acting Chairman shall have a casting vote by virtue of his presiding position at any meeting. He shall have one vote only, as a Trustee.
- (c) In the event of a deadlock, the Trustees shall meet within fifteen clear days after the deadlock for the purpose of attempting to resolve the matter in dispute. If, following such meeting, the matter in dispute remains unresolved, the Trustees will attempt to agree upon the designation of an impartial adjudicator to refer the matter in dispute for determination. If within thirty clear days of the meeting, no impartial adjudicator has been agreed to, then any Trustee may request the Minister of Labour for the Province of Ontario to appoint an impartial adjudicator. The adjudicator shall have no jurisdiction to add to, subtract from, alter, modify or amend or to decide any issue arising under, or involving the interpretation of the Trust Agreement nor shall he have the power or authority to add to, subtract from, alter, modify or amend any provisions of this Trust Agreement. The written ruling of the adjudicator shall be binding upon the Trustees.

# 5.05 <u>Minutes</u>

- (a) The Trustees shall appoint a person (who need not be a Trustee) to keep the minutes of each meeting of the Trustees.
- (b) Minutes of each meeting of the Trustees shall be ratified by the signature of the Trustee who presided at the meeting and the signature of the

author of the minutes. In the event of loose-leaf pages of any minutes, each such page shall be initialled by the same persons.

#### ARTICLE VI

#### CONTRIBUTIONS

# 6.00 <u>Delinquent Contributions</u>

- (a) If the Board of Governors fails to pay contributions to the Trust Fund, as provided in the collective agreement, within the time required therein, then a letter demanding such payment shall be issued by the Trustees or the Administrator and copies of such letter be sent to the Association.
- (b) If within seven days of the letter of demand referred to in Section 6.00(a) the Board of Governors has not brought the contributions, including accrued interest, up to date, the Trustees or administrator shall immediately give notice in writing to the Association. In order to collect all outstanding contributions and accrued interest, the Association may file a grievance to arbitration pursuant to the terms of the collective agreement between the Association and the Board of Governors.
- (c) The Trustees may take such steps including the institution and prosecution of or the intervention in any proceedings at law or in equity or in bankruptcy as may be necessary or desirable to accomplish the collection of monies owing to the Trust Fund.
- (d) The Association, the Trustees and the Administrator shall not be held responsible for the failure to collect contributions or other payments from the employer.

# 6.01 Bank Account(s)

A separate bank account or accounts shall be kept in the name of the Trust Fund with such Canadian trust company or companies or Canadian chartered

bank(s) or credit union(s) as may be selected by the Trustees and shall be used for the deposit of contributions to the Trust Fund.

#### ARTICLE VII

#### **ADMINISTRATION**

## 7.00 Administrator, Actuary and Others

While the administration of the Trust is wholly vested in the Trustees, the Trustees shall, consistent with the purpose of the Trust Fund, have the power and authority to appoint an administrator. They may also retain or employ such auditors, legal counsel and other persons as they, in their discretion, deem necessary or advisable.

## 7.01 Execution of Instruments

All instruments in writing required to be executed by the Trustees shall be so executed by the signature of any two Trustees provided that at least one of the signatories is the Chairman or Vice-Chairman, or their solicitors, duly appointed by instrument in writing and all persons, partnerships and corporations may rely upon such instrument as having been duly authorized. All cheques, bills of exchange and promissory notes and other instruments respecting the transmittal of monies or the operation of bank accounts shall be signed by two Trustees provided that at least one of the signatories is the Chairman or the Vice-Chairman, or they may be signed in such other manner as the Trustees may by unanimous and specific resolution determine.

# ARTICLE VIII BOOKS OF ACCOUNT

# 8.00 <u>Records and Access Thereto</u>

The Trustees shall keep or cause to be kept in the office of the Trust Fund true and accurate books of all their transactions which shall be open to the inspections at any reasonable time by any Trustee, or by any Faculty Member who has had contributions to the Trust Fund made on his behalf, or by any person or persons designated in writing by a majority of the Trustees.

## 8.01 Fiscal Year

The first fiscal period of the Trust Fund shall be the period commencing on March 16th, 1982 and ending on April 30th, 1982. Each subsequent fiscal year shall be the twelve-month period commencing on May 1st, 1982, and annually thereafter.

#### 8.02 Annual Audit

All books of account and records shall be audited at the end of each fiscal year within 150 days of the end of each such fiscal year by an independent auditor selected by the Trustees. A certified copy shall be provided to the Association.

## 8.03 Right to Accounting From Trustees

No persons other than those designated in accordance with the provisions of Section 8.00 hereof shall the right to demand or be entitled to any accounting from the Trustees, other than as provided for by law.

#### ARTICLE IX

# PROTECTION OF TRUSTEES, THE UNION AND THE ASSOCIATION

# 9.00 <u>Protection of Trustees</u>

(a) Neither the Trustees nor any individual Trustee shall be liable for any error of judgement or for any loss arising out of any act or omission in the execution of their duties so long as they act in good faith and without gross

negligence; nor shall any Trustee, in the absence of his own wilful misconduct, bad faith or negligence, be personally liable for the acts or omissions (whether preformed at the request of the Trustee or not) of any other Trustee, or of any agent or solicitor elected or appointed by or acting for Trustees.

(b) The Trustees shall not be liable for the application of any part of the Trust Fund if payments are made in accordance with the terms of the Trust Agreement. All persons dealing with the Trustees are released from enquiry into the decision or authority of the Trustees and from seeing to the application of any monies, securities or other property paid or delivered to the Trustees and may rely upon any document required to be executed by the Trustees and which has been executed as provided herein, as having been duly authorized.

## 9.01 Protection of Union, the Association

Neither the Association nor the YUFA Foundation shall in any way be liable in respect of any acts, omissions or obligations of any or all of the Trustees.

# 9.02 <u>Reliance on Legal Counsel</u>

The Trustees may, in their discretion, employ legal counsel upon any legal question arising out of this Trust Agreement or the administration thereof and any action taken by the Trustees upon the advice of such counsel shall be regarded as prudent and the Trustees shall be held completely harmless and fully protected in acting and relying upon the advice of such counsel.

# 9.03 <u>Reliance on Documents</u>

No Trustee shall be liable for any action take upon reliance on any instrument, certificate or paper believed by them or him to be genuine and to be signed or presented by the proper person or persons and shall be under no duty to make investigations or inquiry as to any statement contained in any such document

but may accept the same, as conclusive evidence of the truth and accuracy of the statements therein contained.

#### 9.04 Costs of Suit

The costs and expenses (including counsel fees) of any action, suit or proceeding brought by or against the Trustees or any of them in respect of this Trust Agreement shall be paid from the Trust Fund, except to costs and expenses of any action in which it shall be adjudged in such action, suit or proceedings resulted from a Trustee or Trustees acting in bad faith or being grossly negligent or performing his or their duties hereunder with wilful misconduct, in which case such costs and expenses shall be the responsibility of such Trustee or Trustees.

## 9.05 Judicial Protection

The Trustees may seek judicial protection by any action or proceeding as they deem necessary to settle their accounts, or to obtain a judicial determination or declaration judgement as to any question of construction of this Trust Agreement or construction as to any action thereunder. Any such determination shall be binding upon all parties to this Trust Agreement and upon all persons claiming under this Trust Agreement.

# 9.06 <u>Bonding and Insurance</u>

All Trustees and every individual employed or retained by the Trustees who may be engaged in receiving or withdrawing of monies with respect to the Trust Fund shall be bonded for such sums as the Trustees from time to time shall determine by a duly authorized surety company. The cost of premiums for such bonds shall be paid out of the Trust Fund. The Trustees may obtain such other insurance policies as they may deem necessary with respect to any liability which may be incurred as a result of or with respect to any liability which may be incurred as a result of or with respect to the performance of their duties and the exercise of their powers hereunder and in particular may obtain such insurance

with respect to any liability which may arise out of a failure to meet the standard of care imposed under this Trust Agreement or on to Trustees generally. The cost of premiums for such insurance policies shall be paid out of the Trust Fund.

#### ARTICLE X

#### **NOTICES**

## 10.00 <u>Transmittal and Addresses</u>

(a) Any notice provided for herein to be given to YUFA or a Trustee or Trustees, shall be effectively given if delivered personally or by telegram or by prepaid registered or certified mail, addressed in the following manner:

If to the Association, at the last address supplied by the Association;

If to an individual Trustee, at the last address supplied by such Trustee;

If to the Board of Trustees, at the Office of the Trust Fund.

(b) Any notice shall be deemed to have been given if delivered personally or given by telegram on the day of delivery or, if given by prepaid registered or certified mail, on the fourth business day next following the date of mailing such notice.

#### ARTICLE XI

# AMMENDMENTS TO TRUST AGREEMENT

## 11.00 <u>Procedure for Amendments</u>

This Trust Agreement may be amended only by mutual agreement of the Trustees, as evidence in writing, provided that no such amendment may be made which:

- (a) shall impose different additional duties or liabilities upon the Trustees or diminish the powers of the Trustees without the written consent of each Trustee then in office;
- (b) permits the Trust Fund to be used other than to provide for benefits for Faculty Members and their dependents, contributions to the YUFA Foundation and for the administration of the Trust Fund;
- (c) gives the Board of Governors, YUFA or any Faculty Member, individually or collectively, an individual right, title or interest in the money or property of the Trust Fund;
- (d) shall eliminate the requirement of an annual audit.

## 11.01 Notice of Amendments

- (a) An amendment made by the Trustees shall be effective only until the next annual or general meeting of the Association. Any amendment or amendments shall not be effective thereafter unless approved by a majority of the members of the Association voting at such meeting.
- (b) Whenever an amendment is adopted in accordance with this Trust Agreement, a copy thereof shall notify any other necessary person or parties and shall execute any instrument or instruments necessary in connection therewith.

#### ARTICLE XII

## TERMINATION OF TRUST AGREEMENT

## 12.00 Procedure for Termination

This Trust Agreement may be terminated only by notice in writing to the Trustees, signed by YUFA, in which case the Trustees shall wind up and terminate the trusts hereby created within one year thereafter, as follows:

- (a) provide for a final audit and accounting for the purposes of the termination of the Trust Fund;
- (b) provide for payment out of the Trust Fund of all expenses, claims and obligations up to the date of the notice of termination including the expenses incidental to such termination;
- (c) donate the balance, if any, of the Trust Fund to the YUFA Foundation.

#### ARTICLE XIII

#### SITUS AND CONSTRUCTION AND SEVERABILITY

All questions pertaining to the validity, construction and administration of the Trust Fund established by this Trust agreement shall be determined in accordance with the laws of the Province of Ontario. If, for any reason, any provision of this Trust Agreement is or is hereafter determined by judicial decision, or by decision, act or regulation of a duly constituted government body or authority to be in any respect invalid, it shall not nullify any of the other terms and provisions of this Trust Agreement with the applicable provisions of law in order to prevent the invalidity of such provisions, then the said provision or provisions shall be deemed automatically amended to conform to such rule, law regulation, act or decision.

IN WITNESS WHEREOF, YUFA and each Trustee have affixed their signatures as of the 16th day of March, 1982 at Toronto, Ontario.

YORK UNIVERSITY FACULTY ASSOCIATION

by:	(sig	nature)		
•				

	by: <u>IA Kewson (?)</u>
Mary Louise Craven	Paul Evans Paul Evans
Mary Louise Craven	<u>William Echard</u> William Echard
Mary Louise Craven	Vívíenne Monty Vivienne Monty
Mary Louise Craven	David Davies  David Davies
Mary Louise Craven	Al_Stauffer Al Stauffer
	Mary Louise Craven  Mary Louise Craven  Mary Louise Craven