



## **MEMORANDUM OF UNDERSTANDING BETWEEN CANADIAN FEDERATION OF UNIVERSITY WOMEN (CFUW)**

**AND**

## **GRADUATE WOMEN INTERNATIONAL (GWI)**

### **Background**

In November, 2018, the Canadian Federation of University Women (CFUW) approached Graduate Women International (GWI) (the “parties”) to request that discussions be entered into with the following objectives:

1. To negotiate specific areas of collaboration and partnership between CFUW and GWI including the contribution of each organization.
2. To identify and address areas of the CFUW - GWI partnership that cause concern to one or both parties.
3. To re-negotiate a GWI dues formula and payment terms that is sustainable within the context of the current CFUW environment.

Discussions and negotiations took place between the two Negotiation Teams comprised of Board members from each organization. The constitutional requirement of CFUW’s membership in GWI (Article 4) and GWI’s definition of membership for the purposes of dues calculation (Articles II.1 and X.3) were part of the discussions but constitutional changes were beyond the mandate of the Negotiation Committees and the constitutional relationship between CFUW and GWI remains unchanged.

## **CFUW Context and Rationale**

CFUW made GWI aware of recent votes at CFUW AGMs in 2016, 2017 and 2018 as described below:

- CFUW members have informed the leadership clearly that their primary, and in many cases only, function and foci are local, provincial, regional and national. Although Clubs engage in international projects independently, international affiliation that requires over 36% of the national dues base is unacceptable to a majority of members and is proving to be difficult to maintain.
- In 2016, the CFUW AGM vote to remove the constitutional requirement of CFUW membership in GWI was 55% in favour (66.6% in favour is required for constitutional change).
- In 2017, the CFUW AGM vote to remove the constitutional requirement of CFUW membership in GWI was 57% in favour.
- In 2018, the CFUW AGM voted 61.1% in favor of a motion that would have given individual members the option of supporting both GWI and CFUW, or only CFUW (66.6 % in favour required for passing a financial motion).
- In 2018, CFUW membership did not endorse a financial motion that would have funded an increase in dues sufficient to cover the increase in GWI dues and a smaller amount for CFUW operational requirements.
- CFUW believes that its total number of votes at the GWI General Assembly is significantly disproportionate to the size of CFUW's membership and to CFUW's financial contribution to GWI revenue.
- CFUW is hopeful that the membership initiatives of CFUW's centenary will increase membership, however, CFUW membership has been on a steadily

downward trajectory with a loss of members each year.

- In 2017 when all CFUW's dues were paid, CFUW's contribution was 51% of the revenue GWI received from NFA dues. In 2018 even with not all of the dues paid, CFUW was still paying 43% of what GWI received from NFA payments from dues.
- GWI dues now represent 36.2 % of CFUW's base national dues, in a context where each province and club has its own revenue requirements in addition to regional/provincial and national dues.

### **2018 & 2019 GWI DUES INCREASE**

When GWI's General Assembly special virtual meeting was held in 2017, CFUW confirmed that if the motion did not pass to amend, the original 2016 GA motion would stand therefore, CFUW voted for the amendment of a smaller increase, despite the lack of support for an increase in GWI dues by the majority of CFUW members.

CFUW's ability to pay GWI dues is based on membership ratification of CFUW finance motions. Because the membership did not support any increase in GWI dues increase, CFUW has been unable to collect the CHF 6 per capita increase for 2018 and 2019 and required payment terms which were payable within the context of money collected from CFUW members for the purpose of GWI dues. CFUW facilitated transfer to GWI of voluntary donations in the amount CHF 8814 made by Clubs and individuals.

### **GWI's Context and Rationale**

GWI accepted the invitation to discuss and negotiate in the hope of reaching mutually agreeable outcomes that would include:

- The payment from CFUW of its remaining 2018 and 2019 dues balance.

In 2017, GWI's General Assembly voted to increase dues. CFUW also voted for this increase. As announced, the increase went into effect starting 2018. For CFUW, due to a long-standing special arrangement, the increase

was CHF 6 per capita as opposed to CHF 7 per capita increase for other developed country NFAs.

CFUW has not paid the CHF 6 per capita increase for 2018 and 2019 and was looking for a lower per capita rate of increase, acceptable to the CFUW Negotiations Team.

- The development of a productive longer-term solution that could harness the collective potential of both organizations in the advancement of women's and girls' rights and in the fulfillment of their respective organizational missions.

It was understood that both parties would act in the spirit of collaboration and good faith.

### **Purpose of the Memorandum of Understanding**

This Memorandum of Understanding (MOU) between CFUW and GWI indicates the willingness of both parties to collaborate and strengthen cooperation. Subject to the termination provisions below, both parties intend to be legally bound by the terms of this Agreement.

Over the course of discussion, GWI and CFUW were able to identify a number of areas of collaboration and cooperation that could enhance their relationship and also contribute to the advancement of women's and girls' rights in GWI's NFA countries.

The agreed areas of collaboration and cooperation over the period of this MOU are as follow:

#### 1) Global Advocacy for Women and Girls

- CFUW will continue to support GWI's Education Advocacy agenda for Women and Girls by sharing CFUW research on selected issues within CFUW's areas of focus and will also support written statements prepared by GWI for presentation to UN bodies when they also reflect the interests and areas of focus for CFUW.

- Reciprocally, GWI will collaborate with CFUW on increasing CFUW's international advocacy footprint at UN agencies where GWI has onsite representation or partnership relationships including but not limited to International Labor Organization-Geneva, UN Human Rights Council, UNESCO-Paris, Gender Network, Permanent Mission of Canada-Geneva, World Trade Organization-Geneva, in the areas of priority to CFUW, namely women's cross-cutting issues such as economic empowerment, peace and human rights.

## 2) Projects

- CFUW and GWI will review Bina Roy Projects to identify those that can be scaled up so that these projects may grow and continue beyond the initial one-year funding period.

## 3) Member Relations

- CFUW will collaborate with GWI to develop and test an electronic platform for NFA dialogue and consultation, providing opportunities for exchange of ideas, discussion of leading or emerging practices and access to presentations by an international pool of subject matter experts. Thereby, enhancing the benefit to GWI's membership.
- CFUW will inform CFUW members of the option to receive the GWI newsletter directly.
- GWI will continue to share correspondence, publications, bulletins, circulars, and other materials that are relevant to the CFUW-GWI partnership in a timely manner.
- CFUW will continue to regularly reference or link to news from her international partners when preparing publications for CFUW members.

- GWI will convene a committee with representatives from all GWI regional areas to facilitate ongoing discussion and foster understanding among regional groups about regional priorities and issues of common interest

#### 4) Member Recruitment

- GWI has begun to share its knowledge base, consisting of discussions, presentations, workshops and research on Global Learning, Women's Global Leadership Skills Development, Gender and Economics and Advocacy at the Intersection of National and Global Policies, with Institutions of Higher Education (IHEs) in several countries. GWI's access to the campus, faculty, administrators, alumnae, students and graduate students has led to recruitment opportunities for its NFAs in these countries.

- GWI will share this model with CFUW.

#### 5) Financial Management and Sharing Information

- GWI agrees to continue to be financially transparent. GWI will do the following:
  - ☐ Make cumulative financial statements for the quarter available to CFUW within 30 days of the end of each quarter.
  - ☐ Publish specific GWI accounting standards based on Swiss generally accepted accounting practices for non-profits.
  - ☐ Continue to provide budgets on an annual basis.
  - ☐ Communicate to the CFUW permanent representative on the GWI Finance Committee (Assistant Treasurer, Canada) that she is to speak freely with the CFUW Board.

- ☐ Continue to provide updates on partnerships and other alliances on a regular basis.

### **Reduction of CFUW's Dues to GWI and Payment Expectations**

It is intended that the following terms be binding upon GWI up to and including the 2022 dues cycle:

- In 2017, the GWI GA voted for a per capita increase in membership dues of CHF 7 for developed country NFAs. CFUW was to pay CHF 6 per capita. Immediately, upon the signing of this MOU by both organizations, CFUW agrees to pay the negotiated financial payments for 2018 and 2019; and GWI agrees to receive payment of CFUW's CHF 6 per capita increase in the following manner:
- GWI agrees to receive this increase in dues in in-kind services in the form of collaborative work (outlined above) and financial payments.
- For 2018, CFUW's total increase in dues was CHF 48,564 based on 8094 members. GWI and CFUW have agreed to value CFUW's in-kind services at CHF 23,465. CFUW owed GWI a payment of CHF 25,099. Of this amount, GWI has already received CHF 13,306.50. For 2018, CFUW owes GWI a payment of CHF 11,792. A zero-balance invoice will be provided to CFUW when this payment is made.
- For 2019, CFUW's total increase in dues is CHF 45,546 based on 7591 members. CFUW's in-kind services are valued at CHF 22,014. CFUW owes GWI a payment of CHF 23,532. A zero-balance invoice will be provided to CFUW when this payment is made placing CFUW in good standing with voting privileges at the 2019 GWI Triennium.

- GWI acknowledges receiving CFUW's dues based on CHF 15.5 per capita from CFUW in 2018 in the amount of CHF 129,890 and in 2019 in the amount of CHF 117,660.

### **Dues Payable by CFUW to GWI for the Upcoming Triennium (2020, 2021, 2022) and other GWI Actions**

- Upon the signing of this MOU by both Parties, GWI agrees to continue the practice of receiving CFUW's increase in the form of in-kind services and financial payments through the end of the next Triennium up to and including the 2022 dues cycle. Should CFUW find it necessary to delay payment of the financial portion of its increase, CFUW may provide a payment plan that is acceptable to GWI in order to maintain its membership in GWI.
- CFUW's invoice will be calculated by a per capita calculation. The amount of the dues increase will be received in the form of in – kind services and financial payments. Proportions of these in– kind and financial payments will be calculated based on the formula used for 2018 and 2019.
- Furthermore, on the recommendation of its Finance Committee and the GA's prospective vote in July 2019, GWI will undertake review of its Dues Model that will be based on recent global economic and social shifts and in recognition of the diverse needs of its membership.
- The Dues Model will also be reviewed for a more equitable distribution of dues paid by its NFAs, thereby responding to CFUW's concern regarding the level of its contribution towards the GWI budget.
- GWI agrees to review its voting structure to ensure an appropriately enhanced reflection of CFUW's membership numbers.

- CFUW has agreed to contribute to this review by sharing with GWI the research the CFUW negotiating committee has compiled regarding alternate dues models.
- It is proposed that this process be completed and reported to NFAs in a timeframe that would allow for decisions to be made no later than nine months prior to the 2022 GWI General Assembly.

## **New Developments**

- In the period after the negotiations, another motion from UWC Winnipeg has been received by the CFUW Board to be voted on at the 2019 CFUW AGM in August. This is a motion that will give individual CFUW members the option of paying dues either to both GWI and CFUW, or only to CFUW.
- CFUW has stated that if the Winnipeg motion carries, CFUW will implement the provisions of this motion effective January 1, 2021.
- In 2020, CFUW will pay GWI dues for its entire membership with the amount of the increase paid in the form of in-kind services and cash payments.
- The CFUW Board has granted a charter to a new virtual Club called CFUW Canada GWI designed for CFUW members who want to actively participate in and support GWI initiatives.

## **Implementation of MOU**

### **Documentation and Management of Collaborative Activity**

The collaborative activities identified in this MOU will be summarized by documentation in Appendix A and managed by a project management approach with specific deliverables, timeframes and articulated responsibilities.

With the agreement of both parties, initial summary documentation will be completed within 120 days of the MOU coming into effect.

### **Oversight**

CFUW and GWI agree to form a committee which will oversee the progress and implementation of the various initiatives outlined in the MOU. This committee will meet electronically on a quarterly basis.

### **Dispute Resolution**

If there is a difference of interpretation about the agreement that leads to a disagreement then either party shall provide written notice to the other party of the disagreement and their position with respect to the application of the agreement. Both parties shall make good faith efforts to consult and negotiate with each other to reach a mutually satisfactory solution. If such negotiations do not resolve the dispute within a period of forty-five (45) days, then either party may submit a written notice to the other party to request that mediation take place. All costs of the mediation shall be borne equally by the parties to the dispute or controversy. The mediator and the terms of reference for the mediation shall be determined by mutual agreement between the parties. The parties agree that the mediation shall be conducted within 30 days of the written notice, unless otherwise agreed to by the parties. The parties also agree that they will abide by the rules of mediation set out by the mediator and they will be present at the mediation with the authority to settle the dispute.

### **Duration of MOU**

The term of this agreement begins upon the execution of the agreement by both parties and ends on December 31, 2022.

### **Termination**

Notwithstanding anything otherwise contained in this agreement, this agreement will automatically terminate upon the occurrence of one or more of the following events:

- if either party is in default in carrying out any of its material obligations under this agreement and the default is not cured within sixty 60 days, or such longer period as may be reasonable in the circumstances to cure such default after the non-defaulting party provides the defaulting party with prior written notice of default;
- if GWI engages in conduct that in the reasonable opinion of CFUW reflects unfavorably or detrimentally upon CFUW, its name, good will, or reputation, and GWI fails to cease such conduct to the satisfaction of CFUW within thirty (30) days after receiving written notification;
- if CFUW engages in conduct that in the reasonable opinion of GWI reflects unfavorably or detrimentally upon GWI, its name, good will, or reputation, and CFUW fails to cease such conduct to the satisfaction of GWI within thirty (30) days after receiving written notification;
- if the membership of CFUW approves a special resolution to leave GWI;
- If any changes made to this agreement are contrary to the GWI Constitution or management philosophy and/or practice;
- upon the dissolution or winding up of either party or in the event that either party becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or a receiver, or interim receiver has been appointed including under a debt instrument passed for the winding up of the organization.

### **Modification of Agreement**

If this agreement is to be modified, the chairs of the GWI Board and the CFUW Board (and other Directors or staff as appropriate) shall review any proposed modifications keeping in mind both local and international needs and the principles of the spirit of collaboration, transparency and mutual benefit. Amendments to this agreement may only take effect following approval by the Boards of both GWI and CFUW.

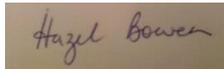
**Graduate Women International**



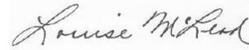
17 July 2019

Geeta Desai  
President, Graduate Women International

Date



Hazel Bowen  
Vice-President



Louise McLeod  
Vice-President



Rae Duff  
Vice-President



Basak Ovacik  
Vice-President



Eileen Focke-Bakker  
Vice-President



Katharina Strub  
Treasurer

**Canadian Federation of University Women**

*Grace Hollett*

Grace Hollett

National President, Canadian Federation of University Women

July 16, 2019

Date

Members of the CFUW Negotiating Team:

Joy Hurst, CFUW VP International (Chair)

Grace Hollett, CFUW National President

Dominique Racanelli, CFUW VP Finance

Kathryn Wilkinson, CFUW VP Education

Robin Jackson, CFUW Executive Director

**APPENDIX A**

**CFUW GWI Collaboration**

**Initiative Name**

**Goal (S.M.A.R.T.): specific, measurable, attainable, realistic & timely**

<b>Related CFUW strategic goal(s)</b>	<b>Related GWI strategic goal(s)</b>
<b>CFUW Contact:</b>	<b>GWI Contact</b>
<b>Oversight:</b> CFUW Board member and or committee	<b>Oversight:</b> GWI Board member and or committee
<b>Major Initiative deliverables</b>	

**Key Milestones/Projected Timelines**

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**Respective responsibilities**

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**Approval signatures for Initiative:**

**CFUW representative \_\_\_\_\_ Date**

**GWJ representative \_\_\_\_\_ Date**