

# **Constitution of C.R.E.A.T.E.**

Updated as of **June 2, 2025**

## **Article I: Name and Purpose**

1.1 The official name of the Campus Group will “**Collaborative Realm for Entrepreneurship, Academia, and Technology Exchange.**”

1.2 The campus group may be referred to by the acronym “**C.R.E.A.T.E.**”.

1.3 The purpose, objectives, mission and/or mandate of the organization is to work closely with the Computer, Mathematical, and Statistical Sciences (CMS) department at the University of Toronto Scarborough to give students hands-on, project-based experience that prepares them for industry; to empower members to turn innovative ideas into tangible products through interdisciplinary collaboration; and to enhance UofT Scarborough’s educational environment by promoting a culture of innovation, entrepreneurship, and real-world problem solving. The Club will operate as a non-profit within UofT Scarborough, supporting, on a case-by-case basis (by simple majority vote of the executive team), non-profit organizations, non-profit initiatives within for-profit firms, and early-stage for-profit startups (under \$500,000 annual revenue and founded within the past ten years) by developing software and technology solutions for them. For any such project, the Club and its members shall act with autonomy comparable to an independent contractor under Ontario law; client organizations must assume all legal and financial liability (except in cases of gross negligence). Unless a different agreement is approved by a unanimous minus one vote of the executives and the project lead, all software and code developed by Club members will be licensed back to the Club and to UofT under a perpetual, non-exclusive Creative Commons Attribution (CC-BY) license. Neither the Club nor the University of Toronto shall receive equity, profit, royalties, or any other revenue from these projects; voluntary donations from clients are allowed but must not influence project selection or execution. The Club will always operate as an independent entity within the UofT Scarborough community, in accordance with all relevant university values and policies.

## **Article II: Membership**

2.1 The group shall maintain a list of group members.

2.2 Voting membership is open to all registered students of the University of Toronto.

2.3 Voting membership is open only to registered students of the University of Toronto.

2.4 Non-voting membership is open to University of Toronto staff, faculty, alumni, and to persons from outside the University. Unless otherwise stated, non-voting members do not hold any rights awarded to voting members.

2.5 There is no membership fee.

### **Article III: Rights of Members**

3.1 All voting members have a right to attend all general meetings of members.

3.2 All voting members have a right to cast votes at all general meetings of members.

3.3 All voting members have a right to stand for election unless otherwise stated in this document.

3.4 All voting members have a right to cast votes in all group elections and referenda.

3.5 All voting members have a right to propose and vote on amendments to this constitution.

The rights prescribed in Article Three are not awarded to non-voting members as described in Article Two.

### **Article IV: Executive Committee**

4.1 The term for all positions on the Executive Committee shall be from May 1<sup>st</sup> to April 30<sup>th</sup>.

4.2 The Executive Committee shall be comprised of 6 voting members.

4.3 All voting members of the Executive Committee must be currently registered students of the University of Toronto.

4.4 Non-voting members may hold only non-voting positions on the Executive Committee.

4.5 The maximum amount of non-voting positions on the Executive Committee shall be one (1) position or ten per cent (10%) of the positions on the Executive Committee, whichever is greatest.

4.6 Persons holding non-voting positions on the Executive Committee cannot serve as an officer, financial authority, signing authority, primary contact, or secondary contact.

4.7 No person may serve as a financial authority or signing authority for the group if they are currently serving as a financial authority or signing authority for another recognized student group at the University of Toronto.

4.8 The Executive may appoint Directors or Coordinators for various committees who do not hold executive decision-making authority and are not eligible to cast votes at meetings of the Executive Committee.

### **Article V: Elections**

5.1 All voting positions on the Executive Committee shall be filled through an annual election.

5.2 All voting group members shall be eligible to seek nomination to and cast a ballot for each voting position.

5.3 All non-voting group members shall be eligible to seek nomination only for non-voting positions on the Executive Committee.

5.4 Non-voting group members shall not be eligible to cast a ballot for any elected position.

5.5 The nominee winning the plurality of votes cast in the election for each position shall be deemed the winner.

5.6 On the condition that multiple candidates are to be elected for a single position, the nominees winning the largest share of the votes cast shall be deemed the winners until all positions are filled.

5.7 The elections must be held in a nonbiased manner. No individual who is seeking election may participate in planning or administering the election.

5.8 For all unfilled positions, the remaining officers will share the duties and responsibilities until someone can be found to fulfill the positions(s) through a by-election and vote of simple majority (50% + 1)

## **Article VI: Termination of Membership**

6.1 The Executive Committee may revoke the membership of any member of the club who commits an act negatively affecting the interests of the club and its members, including non-disclosure of a significant or continuing conflict of interest.

6.2 A vote to revoke membership must be held at a meeting of the Executive Committee.

6.3 A two-thirds majority of the Executive Committee is required to approve any motion to revoke membership.

6.4 Any member facing removal shall have the right to appeal the decision of the Executive Committee to the general membership.

6.5 In the case of an appeal, a simple majority vote at a meeting of the general membership shall be required to sustain the revocation of membership.

6.6 Following a termination of membership, the member will be removed from the club's membership and will lose any privileges associated with being a member of the club.

6.7 Executive Committee members are subject to the same termination of membership process as general members.

## **Article VII – Amendments**

7.1 All constitutional amendments shall require a 2/3 majority vote to be passed at a general meeting.

7.2 All voting members may propose and vote on amendments to the constitution.

7.3 The Executive Committee shall submit the revised constitution to staff in the Student Life programs office at the University of Toronto Scarborough within two (2) weeks.

7.4 Amendments to the constitution shall take effect only once the revised constitution has been approved by staff in the Student Life programs office at the University of Toronto Scarborough.

## **Article VIII – Club Policies**

8.1 Executives and project leads must disclose any direct financial or personal interest in a project or partnership before C.R.E.A.T.E. commits resources.

8.2 If a conflict is identified, the affected member must abstain from all executive votes related to that project or decision.

8.3 Failure to disclose a conflict of interest may result in removal from Executive or project leadership (per Article VI).

8.4 All software, code, designs, and documentation produced under C.R.E.A.T.E. projects automatically fall under the default CC-BY license outlined in Article I.3.

8.5 If an external client requires a different licensing arrangement (e.g., proprietary or dual-license), the Executive Committee and project lead must draft a written agreement ratified by a unanimous minus one vote of executives.

8.6 Any third-party libraries or assets used in C.R.E.A.T.E. projects must be compliant with open-source licenses and properly documented (developers must include license text in the project repository).

8.7 All new client projects (for non-profits or startups) must be proposed in writing—detailing scope, timeline, deliverables—and submitted to the Executive Committee at least two (2) weeks before any work begins.

8.8 A simple majority vote of present executives is required to approve a new project. The vote must consider:

- Potential legal/financial liabilities (per Article I.3)
- Resource availability (e.g., member workload, budget)
- Alignment with C.R.E.A.T.E.'s mission and values

8.9 Once approved, a project lead (a current voting member) must submit a quarterly status update to the Executive Committee, including progress, risks, and any scope changes.

8.10 C.R.E.A.T.E. will not solicit or accept corporate sponsorships that compromise the Club's independence or impose deliverable obligations outside the scope of our non-profit mandate.

8.11 All incoming funds (donations, sponsorships, or fundraising revenue) must be deposited into the Club's designated bank account within one (1) week of receipt.

8.12 The Vice-President Finances (or an appointed non-voting Executive, if VP Finances is unavailable) will publish a quarterly financial statement (income, expenses, and account balances) to all voting members.

8.13 Any unbudgeted expense exceeding \$200 must receive prior approval from a majority of voting members at a General Meeting

8.14 If C.R.E.A.T.E. collects anonymized data (e.g., event attendance, project demographics) for fundraising or analytics, no personally identifiable information (PII) may appear in publicly shared reports.

8.15 Any Executive who misses three (3) consecutive Executive Meetings without valid notice (e.g., medical or academic conflict) may be deemed inactive. The remaining Executives may replace them.

8.16 No Executive or member may speak publicly on behalf of C.R.E.A.T.E. (to press, corporate partners, or on social media) without prior approval from at least one Co-President.

8.17 All outgoing Executives must submit a written handover document—including ongoing project status, passwords (securely shared), budget summaries, and reminder of key deadlines—to their successors by a week of their termination/resignation.

8.18 Any specialized documentation (e.g., GitHub repositories, server credentials, vendor contracts) must be stored in the Club's shared drive with access granted to both current and incoming Executives.