

MEMORANDUM OF AGREEMENT

BETWEEN

McGill UNIVERSITY

AND

RADIO CKUT

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MEMORANDUM OF AGREEMENT made and entered into at the City and District of Montreal, Province of Quebec.

BETWEEN: **McGill UNIVERSITY**, a University duly constituted by charter, having its principal office at 845 Sherbrooke Street West, in the City and District of Montreal, Province of Quebec,

(hereinafter referred to as the "University")

AND: **RADIO CKUT**, a non-profit corporation having its principal office at 3647 University Street in the City and District of Montreal, Province of Quebec,

(hereinafter referred to as "CKUT")

WHEREAS the University and CKUT wish to enter into an agreement respecting various matters including the assessment and collection of fees from students;

WHEREAS the University and CKUT are committed to preserving their positive relationship, and in consequence, the present agreement is to be interpreted and acted on the basis of good faith;

WHEREAS a referendum of members of CKUT, namely of undergraduate and of graduate students from the downtown campus, approved the collection of fees for its operating expenses and the support of its activities;

WHEREAS the student members of CKUT affirmed continued support of CKUT as a student activity through a referendum conducted from the 21st to the 26th of October 2016 (as appears from the letter from the Deputy Provost (Student Life and Learning) included in Appendix C);

WHEREAS CKUT was incorporated on February 15, 1989 by letters patent under the provisions of Part II of the Canada Corporations Act, and is registered in Québec with REQ no. **1144160448**;

WHEREAS CKUT is, has been, and will continue to be an independent, self-governing and self-managing organization, autonomous of the University;

WHEREAS the University and CKUT wish to enter into a new agreement, in replacement of the previous agreement,

NOW THEREFORE, THE PRESENT AGREEMENT WITNESSES:

1. COLLECTION OF CKUT FEES

- 1.1 Subject to the approval of the Board of Governors of the University, the University shall collect in each of the fall and winter sessions during the term of the present Agreement fees from all graduate and undergraduate students on the downtown campus duly registered at the University, such fees (the "CKUT Fees") to be used by CKUT for its operating expenses and the support of CKUT activities. The current CKUT Fee Schedule appears as **Appendix A** hereto.
- 1.2 The CKUT Fees shall be included in the total student fee assessed by the University in respect of students, and all University regulations and procedures pertaining to the assessment, collection and distribution of fees shall apply thereto.
- 1.3 The distribution of CKUT Fees shall be as follows:
- a) The **first distribution** of CKUT Fees shall be paid to CKUT on September 15th and shall reflect fee assessments from June 1st to August 31st.
 - b) The **second distribution** of the CKUT Fees shall be paid on November 15th and shall reflect the balance of the Fall Term assessments as at October 31st. There shall be no hold back of fees for either of these remittances.
 - c) The **third distribution** of the CKUT Fees shall be paid on February 15th and shall reflect the Winter Term fee assessments as at January 31st. An amount equal to 10% of the amount to be paid as the third distribution shall be held back by the University to account for changes in student registration occurring from February 1st to May 31st.
 - d) The **final distribution** of the CKUT Fees shall be paid on June 15th and shall reflect assessment as at May 31st, less the 1 % fee for bad debt charges (in accordance with section 1.4), the Annual Administrative Fee (in accordance with section 2.1) and any other amounts owed to the University as at May 31st.
- 1.4 No charges shall be levied by the University for the collection of the CKUT Fees; however, the University shall be entitled to receive 1% of the total fees assessed in each term as relief for the collection of bad debts. Upon request, the University shall provide CKUT with information on the level of bad debt resulting from its members.
- 1.5 No adjustments to the CKUT Fees shall be applied, collected or distributed by the University unless they are consistent with all University procedures and regulations pertaining to the assessment, collection and distribution of fees, and the Deputy Provost (Student Life and Learning) has confirmed in writing that the formalities required by CKUT's constitution for fee adjustments, the University and applicable law have been followed.

- 1.6 All requests for new fees or fee changes must be sent in writing to the Deputy Provost (Student Life and Learning) by April 1st for implementation in the fall term and by November 20th for implementation in the winter term.

As soon as possible, but no later than three (3) calendar weeks prior to the date of any referendum, CKUT shall provide the Deputy Provost (Student Life and Learning) with a copy of the proposed question, and the Deputy Provost (Student Life and Learning) shall reply within one (1) calendar week of receipt of the referendum question. If the University has any concerns, the parties shall resolve the matter to their mutual satisfaction. In the event the University has continued concerns, CKUT shall modify or withdraw the question.

2. ACCOUNTING SERVICES

- 2.1 The University shall provide certain accounting services to CKUT for an Annual Administrative Fee in accordance with the schedule contained in Appendix B. This fee is subject to an annual review by the University. The services to be provided will include the following:

- 2.1.1 Monthly trust fund statements indicating fee revenues, distributions and expenses resulting in year to date totals.
- 2.1.2 Provision of regular lists on CKUT's membership on a scheduled basis; weekly in August/September and monthly the remaining months.

CKUT shall request security access at the beginning of their mandate to access Minerva reports. The Chair of the Board of Directors of CKUT must authorize all requests for access, and should the Chair of the Board of Directors require access, then two Directors of CKUT must authorize his/her request. Security authorization to Minerva reports shall terminate each year on June 15th. Employees of CKUT who have been given access may keep their access upon confirmation by the current year's Chair of the Board of Directors.

- 2.2 Should CKUT require any other lists, data sets or any other type of information on their membership or its financial records not already provided for in article 2.1 above or elsewhere in this Memorandum of Agreement, the University shall give effect to the request to the extent allowed by law and subject to the payment of an appropriate fee, and upon reasonable prior notice to Accountant, Student Affairs Office, Administration Building. This fee shall be identified prior to fulfilling the request. The University is subject to the provisions of the Quebec **Act Respecting Access to Documents held by Public Bodies and the Protection of Personal Information** and therefore reserves the right in virtue of the Act to refuse to give effect to a request.
- 2.3 Notwithstanding article 2.1, should any programming changes be required to be performed by the University's Network Communications Services ("NCS") at the request of CKUT, the University reserves the right to charge CKUT the hourly rate for the work to be performed.

- 2.4 The University will not draw any funds from the account maintained by the University for CKUT or from the fees collected by the University for CKUT without CKUT's prior written approval, unless exercised as a remedy pursuant to article 8.1 hereto. CKUT shall pay the University to cover all University expenses and services made or performed on behalf of CKUT with 30 days of notice.

3. LOANS AND GRANTS

CKUT may apply to the University from time to time for loans and grants in aid of activities or projects, the granting of which shall be in the sole discretion of the University.

4. INSURANCE

- 4.1 CKUT shall ensure that its officers and employees are covered under the terms of an Employee Dishonesty Policy with a reputable licensed insurer, maintain such policy in force at all times during the term of the present Agreement and provide the University each year with a copy of such policy.
- 4.2 CKUT shall be solely responsible for obtaining appropriate insurance necessary to conduct its activities, including and without limitation, media liability (includes defamation), comprehensive general liability insurance including but not limited to loss of property damages and personal damages; and shall name the University as Additional-Insured.
- 4.3 CKUT shall provide evidence of coverage upon execution of the Agreement and annually thereafter to the Office of the Deputy Provost (Student Life and Learning) with a copy to the Office of Risk Management and Insurance. Evidence shall take the form of true copies of the relevant insurance policy or renewal certificate, as the case may be.
- 4.4 CKUT shall hold harmless the University, its officers, employees and agents of and from any and all suits, claims or demands, and reasonable costs and expenses that may arise by reason of the operation of activities of CKUT, or any act, neglect, omission of CKUT, its directors, officers, employees, agents or persons engaged or retained by it.

5. MAINTENANCE AND AUDITING OF ACCOUNTS

- 5.1 All financial records, books and accounts of CKUT shall be maintained in accordance with generally accepted accounting principles consistently applied.
- 5.2 CKUT shall provide the Office of the Deputy Provost (Student Life and Learning) with a copy of its annual audited financial statements within 120 calendar days of each financial year-end. CKUT's financial year-end is May 31st.
- 5.2 Upon reasonable notice from the University and upon reasonable cause, CKUT shall make available for audit at no cost to CKUT all documents relating to:
- (a) current contracts and expenditures;
 - (b) projected contracts and expenditures; and
 - (c) books, records and accounts.

- 5.4 CKUT shall engage the services of a reputable auditing firm or chartered accountant in good standing with the Order of Chartered Accountants of Québec, and shall give notice of the name to the University on a timely basis. The University shall notify CKUT if it does not find the auditing firm or individual acceptable and shall provide detailed reasons. In the event the University has continued concerns, the parties shall resolve the matter to their mutual satisfaction.

6. USE OF THE MCGILL NAME OR EMBLEM

- 6.1 CKUT recognizes the University is the owner of the intellectual property in the word "McGill" and the McGill trademarks which are duly protected by the *Trademarks Act*.

The University recognizes that CKUT is the owner of the intellectual property in the word "CKUT" and the CKUT trademarks which are duly protected by the *Trademarks Act*.

- 6.2 CKUT shall not use the name, emblems or trademarks of the University. For event-specific permission to use the name, emblems or trademarks of the University, CKUT shall obtain express prior written consent from the Secretary-General of the University. Permission shall be granted at the University's discretion and, where granted, is not assignable. McGill reserves the right to withdraw such permission at any time and for whatever reason.
- 6.3 Notwithstanding the generality of the foregoing, CKUT shall be permitted to identify itself as: "*Radio CKUT is a campus-community radio station supported by McGill students*"
- 6.4 The University's name, trademarks and emblems may not be used in connection with the CKUT name or in any way integrated, with CKUT's name, logo and emblems which shall be distinct from those of the University.

7. CONTRACTS AND LEGAL PROCEEDINGS

- 7.1 Any acts, contracts, and legal proceedings involving either party shall be the exclusive responsibility of that party.
- 7.2 Neither party shall enter into nor execute any cheques, contracts, documents, instruments, receipts, leases or other agreements in the name of the other party or in any way engage the liability of the other party thereon by any other means.
- 7.3 CKUT shall not solicit or receive any gift, grant or bequest in the name of the University without the prior written consent of the University.
- 7.4 Should any legal proceedings or claims be taken or made against one party as a result of an act of the other, the said legal proceeding or claims shall be immediately referred to the other party which shall deal with it in a timely manner and at its own expense. Any costs or expenses incurred by the party for such legal proceedings or claim including, inter alia, any legal fees, condemnation, order, settlement, interest, judicial and extra judicial fees and costs, shall be entirely at the charge of the other party.

- 7.5 Either party shall have the option of engaging its own legal counsel to intervene in any legal proceedings in respect of the other party where its interests are involved. In such a case, all expenses, extra judicial fees and disbursements shall be borne exclusively by the party that has invoked this option.

8. RIGHT TO SET OFF

- 8.1 Should the University, following due notice to CKUT, be required to pay any of the charges, costs, expenses, debts and claims which are by these presents to be borne exclusively by CKUT, or should CKUT be in any way indebted to the University, the University is authorized to set off the said amount against the funds paid or payable to CKUT hereunder. But the University may not seize nor withhold funds from CKUT without proceeding in accordance with the conditions set out in 8.2 herein and in section 11 of this Agreement.
- 8.2 In accordance with the present Agreement:
- (a) The University must provide CKUT with a written notice of the charges, costs, expenses, debts and claims providing complete details and documents relating thereto;
 - (b) CKUT shall have thirty (30) working days (or 60 calendar days between period May 1st and August 31st) after the receipt of such notice in which to resolve and/or remedy the matter;
 - (c) The University shall exercise its best effort to inform CKUT as soon as possible within the same budget year (defined as the period June 1st to May 31st) of any charges, costs, expenses, debts and claims on the part of CKUT under this clause.
- 8.3 Notwithstanding the foregoing, the CKUT may submit any disagreement under this section to an Arbitrator in accordance with article 11.5.

9. LIQUOR PERMITS

- 9.1 CKUT shall apply only for an event or reunion liquor permits for any event it may hold from time to time for its own purposes. CKUT may not operate a permanent or semi-permanent bar.
- 9.2 CKUT shall exercise its permits in accordance with all laws, regulations, codes and the internal requirements of McGill. It shall:
- (a) adhere to all University procedures with regard to application for the appropriate liquor permits;
 - (b) when holding events on the University campus, hold them in designated sites which comply with safety and security requirements;
 - (c) advertise these events in accordance with the law;
 - (d) purchase, serve and store alcoholic beverages on McGill premises in accordance with the law.

- 9.3 CKUT shall hold harmless McGill for any and all claims arising from its exercise or omission to exercise its rights and duties under such permits.
- 9.4 CKUT shall ensure that the events hosted by the CKUT include activities that allow members to socialize without requiring the purchase or consumption of alcohol for participation in the activity or event.

10. REPRESENTATIONS OF CKUT

CKUT represents, warrants and covenants that:

- 10.1 the charter documents, constitution and by-laws of CKUT consist entirely of the documents remitted to the University concurrently with the execution of the present Agreement and which appear as **Appendix C**;
- 10.2 a referendum of CKUT members has been held within one year of the termination of this agreement in accordance with its constitution, confirming continued support for CKUT and the collection of CKUT Fees and that such referendum continues to bind CKUT and its members (as appears in the letter from the Deputy Provost (Student Life and Learning) dated Feb 9, 2012);
- 10.3 it has amended its policies and procedures to provide for conflict of interest provisions respecting the hiring of employees, contracts with related parties and the administration of its affairs;
- 10.4 it has and shall maintain its status as a not-for-profit corporation under Part II of the *Canada Corporations Act* whose membership requirements are stated in the CKUT by-laws as follows:

"All full-time and part-time undergraduate and graduate students registered at McGill from the downtown campus, except continuing education students."

CKUT shall provide the Deputy Provost (Student Life and Learning) with a copy of the corporation's annual declaration of incorporation as proof that CKUT has maintained its incorporated status.

- 10.5 all regularly registered students at the University are entitled to membership, but no member may act as Director or Officer of CKUT while subject to any disciplinary measure under the *Handbook of Students Rights and Responsibilities* which has the effect of removing, either temporarily or permanently, the member's status as student.

10.6 For greater clarity, CKUT shall provide the Deputy Provost (Student Life and Learning) with a copy of:

- a) CKUT's **Annual Declaration of Incorporation** as proof that the Association has maintained its incorporated status;
- b) a copy of CKUT's **annual Audited Financial Statements** prepared in accordance with Article 5 herein;
- c) a copy of the **annual Certificate of Insurance** obtained in accordance with Article 4 herein;
- d) a copy of CKUT's application and renewal of its **Broadcasting License**;
- e) **any changes to the documents** remitted to the University concurrently with the execution of the present Agreement, within 30 days of the change.

11. EVENT OF DEFAULT

11.1 Each of the following shall be considered an event of default:

- 11.1.1 when either CKUT or the University breaches a term or condition of the present agreement or of any other written agreement between CKUT and the University;
- 11.1.2 when CKUT violates its charter, constitution or by-laws, or any duly approved regulations, rules or policies of the University some of which appear in the University Administrative Handbook;
- 11.1.3 when an audit reveals irregularities in the management or administration of the books, financial records, accounts or corporate affairs of CKUT;
- 11.1.4 when CKUT ceases to operate, dissolves, modifies its status, makes any general assignment for the benefit of the creditors, takes the benefit of any insolvency or bankruptcy act or if a receiver or trustee be appointed for the property of CKUT or any part thereof.

11.2 In the event of default, the defaulting party shall be entitled to written notice of default and upon receipt of such notice, shall have thirty (30) working days (or 60 calendar days between period May 1st and August 31st) within which to remedy such default.

11.3 In the event of a dispute over the existence of a default, either party shall be entitled to submit the dispute to arbitration by giving the other party written notice no later than 90 calendar days from the date of the notice referred to in Section 11.2. Such notice shall suspend the delay granted to remedy the default referred to in Section 11.2.

11.4 Submission to arbitration shall be made in accordance with the provisions of the Quebec Code of Civil Procedure (Sections 940 and following) to one arbitrator chosen by the parties. The fees and expenses of the arbitrator shall be shared equally between the parties.

- 11.5 The parties agree that it is in their best interest to resolve any dispute or disagreement amicably. The parties agree to engage in an open and respectful dialogue between the Deputy Provost (Student Life and Learning) and representatives of the Board of Directors of CKUT with the aim of arriving at an amicable resolution. The parties shall also consider, and take such reasonable efforts, to explore processes, techniques and informal mechanisms for dispute resolution for disagreeing parties to come to an agreement.

12. REMEDIES

- 12.1 Upon the confirmation of the occurrence of a default by either party, in accordance with section 11, the present Agreement may be resiliated forthwith upon written notice to the defaulting party.
- 12.2 Upon the confirmation of the occurrence of an event of default by CKUT, in accordance with section 11, all funds for the accounts of CKUT shall be allocated to an interim trust fund ("Trust Fund") administered by the University and overseen by a committee of five (5) members comprising of two (2) University representatives, two CKUT representatives and chaired by a person selected by agreement of the parties. The Committee shall oversee the administration of the Trust Fund until such time as CKUT has been restructured and reinstated.
- 12.3 It is expressly agreed that such resiliation shall be in addition and without prejudice to all other rights as provided by law or herein.

13. LOCATION

- 13.1 CKUT shall locate its principal premises on or about the Montreal campus of the University.
- 13.2 In accordance with a lease agreement entered into with the University, CKUT is located at 3647 University Street.

14. TELEPHONE, E-MAIL AND MAIL SYSTEMS

As long as CKUT is located in a University building, CKUT shall be entitled:

- 14.1 to purchase telephone services from the University, including the "398" exchange number, long distance services, internal switching and University directory listings. No equipment other than that provided by McGill Network and Communications services may be attached to lines provided by McGill;
- 14.2 to purchase backbone connectivity and Internet access for their computers. This does not include a right to web casting. This may be subject to a separate agreement;
- 14.3 to use the University's e-mail system subject to CKUT, its employees, officers and volunteers, respecting University policies including but not limited to the *Policy on the Responsible Use of McGill Information Technology Resources*.

- 14.4 to use the University's mailing system, including internal delivery. CKUT shall pay for all costs associated with the use, including but not limited to, the cost of external mail sent through the University mailing system;

CKUT shall pay for all costs associated with the integration and the use of these systems as set from time to time. Integration in these University systems is a privilege which may be revoked should the University reasonably believe that CKUT has used any system in a manner contravening McGill's policy.

15. STAFF STATUS

All staff hired by CKUT shall have exclusive CKUT employment status. The working conditions, including payroll, of CKUT's staff shall be determined solely by CKUT.

16. CONTENT OF CKUT BROADCASTING

CKUT shall

- 16.1 operate a radio station for the students of the University under an FM licence from the Canadian Radio Television and Telecommunications Commission (C.R.T.C.);
- 16.2 be exclusively responsible for the content of CKUT broadcasts, including editorial and advertising policy;
- 16.3 not represent in its broadcasts or in any communication to the public, that it is the radio station of McGill University; however may say "*Radio CKUT is a campus-community radio station supported by McGill students*".

17. TERM AND REVIEW

- 17.1 The term of the present agreement is five (5) years beginning on **June 1, 2017** and ending on **May 31, 2022**.
- 17.2 Renewal of this agreement shall be subject to confirmation of continued support for CKUT as a recognized student activity supported by student fees. In fall 2021, CKUT shall conduct a referendum of all full-time and part-time undergraduate and graduate students registered at McGill from the downtown campus, except continuing education students asking the following question:

Do you support CKUT continuing as a recognized student activity supported by student fees with the understanding that a majority "no" vote will result in the termination [undergraduate] [graduate] student fees to CKUT?

- 17.3 Subject to a positive referendum result obtained no later than six (6) months prior to the expiration of the term, the parties shall review in good faith the terms and conditions of this agreement with a view to renew on a mutually agreeable basis. In the event the parties are unable to agree on the terms of renewal, the term of the present agreement shall be extended for a maximum of three (3) months without renewal.

18. NOTICE

Any notice to be given under this Agreement to the University shall be sent to the attention of the Deputy Provost (Student Life and Learning) and to CKUT to the attention of its Chair of the Board of Directors.

19. ENTIRE AGREEMENT

This present Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes and replaces all prior agreements, undertakings, negotiations and discussions of the parties.

20. LANGUAGE

The parties to the present Agreement have requested that the present Agreement and all documents and notices related therewith be drafted in the English language. *Les parties à la présente ont demandé que la présente convention et tout document ou avis y afférent soient rédigés dans la langue anglaise.*

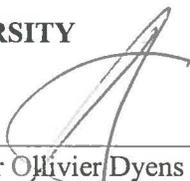
AND THE PARTIES HAVE SIGNED:

RADIO CKUT

Per:  Feb 13, 2018
Carollin Huang date
Member of the Board of Directors

Per:  Feb 19 2018
Ms. Louise Burns date
Secretary to the Board of Directors

McGill UNIVERSITY

Per:  Feb 02 2018
Professor Olivier Dyens date
Deputy Provost (Student Life and Learning)

APPENDIX A

**CKUT Fee Schedule
in accordance with Article 1 of this Agreement**

As of Winter 2016

<u>DESCRIPTION</u>	<u>AMOUNT</u>		<u>End date specified in latest referendum</u>	<u>opt out</u>
	<u>Part-time (less than 9 cr)</u>	<u>Full-time (9 cr and over)</u>		
[Association fees are opt-out able]				
Undergraduate students on the Downtown campus, including Dentistry, Medicine Law	\$ 2.50	\$ 4.00	Winter 2017	yes
Undergraduate students on the Downtown campus, including all other faculties but excluding the School of Continuing Studies	\$ 3.00	\$ 5.00	Winter 2017	yes
	Part-time (less than 12 credits); Half-time; Additional Session; Non-thesis extension; non-thesis Evaluation Term	Full-time (12 cr and over)		
	\$ 3.38	\$ 5.25	Winter 2020	
Graduate students (not including post-docs) - on the downtown campus				yes
<i>Neither of the groups above include exchange students who do not pay fees to McGill</i>				

APPENDIX B

**Annual Administrative Fee Schedule
in accordance with Article 2 of this Agreement**

Amount of Association Fees Collected	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
\$0- \$99,999	\$515	\$530	\$546	\$563	\$580
\$100,000-\$149,999	\$773	\$796	\$820	\$844	\$869
\$150,000-\$199,999	\$1030	\$1061	\$1093	\$1126	\$1160
\$200,000-\$249,999	\$1288	\$1326	\$1366	\$1407	\$1449
\$250,000 or more	\$1803	\$1857	\$1912	\$1970	\$2029

Yearly increase of 3 percent.

APPENDIX C

1. Letters Patent (1989) and Annual Confirmation of incorporation (Article 10.4).
2. Corporation by-laws
3. Audited financial Statement (Article 5.2);
4. Certificate of Insurance
5. Confirmation of Student Support 2016 (Referendum Results)
6. Minutes of McGill Board of Governors (Approval)
7. CRTC broadcasting license and renewal

Rechercher une entreprise au registre

État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2018-02-01 14:30:46

État des informations

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1144160448
Nom	RADIO CKUT

Adresse du domicile

Adresse	3647 rue University Montréal (Québec) H3A2B3 Canada
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Adresse du domicile élu

Adresse	Aucune adresse
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Immatriculation

Date d'immatriculation	1995-03-25
Statut	Immatriculée
Date de mise à jour du statut	1995-03-25
Date de fin de l'existence	Aucune date de fin d'existence n'est déclarée au registre.

Forme juridique

Forme juridique	Personne morale sans but lucratif
Date de la constitution	1988-07-18 Constitution
Régime constitutif	CANADA : Loi sur les Corporations canadiennes, S.R.C. 1970, c. C-32
Régime courant	CANADA : Loi sur les Corporations canadiennes, S.R.C. 1970, c. C-32

Dates des mises à jour

Date de mise à jour de l'état de renseignements	2017-11-30
Date de la dernière déclaration de mise à jour annuelle	2017-11-10 2017
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2018	2018-12-01
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2017	2017-12-01

Faillite

L'entreprise n'est pas en faillite.

Fusion et scission

Aucune fusion ou scission n'a été déclarée.

Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

Activités économiques et nombre de salariés**1^{er} secteur d'activité**

Code d'activité économique (CAE)	4813
Activité	Radiodiffusion et télévision intégrées
Précisions (facultatives)	RADIODIFFUSION

2^e secteur d'activité

Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec
De 11 à 25

Administrateurs, dirigeants et fondé de pouvoir**Liste des administrateurs**

Nom de famille	Anadolu
Prénom	Mina
Date du début de la charge	2017-01-01
Date de fin de la charge	
Fonctions actuelles	Administrateur

Adresse	712-1100 av. du Docteur-Penfield Montréal (Québec) H3A1A8 Canada
Nom de famille	Williams
Prénom	Andy
Date du début de la charge	2017-01-01
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	5957 rue Jeanne-Mance Montréal (Québec) H2V4K9 Canada
Nom de famille	Earle
Prénom	Jemark
Date du début de la charge	2017-05-01
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	2-430 rue Prince-Arthur O Montréal (Québec) H2X1T2 Canada
Nom de famille	Hussain
Prénom	Iqbal
Date du début de la charge	2017-02-01
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	404-4456 rue Saint-Denis Montréal (Québec) H2J2L1 Canada
Nom de famille	Zarnowski
Prénom	Amanda
Date du début de la charge	2017-11-29
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	3905 rue Berri Montréal (Québec) H2L4H2 Canada
Nom de famille	Huang
Prénom	Carolin
Date du début de la charge	2017-01-01
Date de fin de la charge	
Fonctions actuelles	Secrétaire
Adresse	5-7525 av. Stuart Montréal (Québec) H3N2R5 Canada
Nom de famille	Long-Decter
Prénom	Rosie

Date du début de la charge	2017-11-29
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	5998 rue Jeanne-Mance Montréal (Québec) H2V4K8 Canada

Nom de famille	Dillon
Prénom	Pat
Date du début de la charge	2017-11-29
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	2074 av. Connaught Montréal (Québec) H4B1X1 Canada

Nom de famille	Gosselin Pellerin
Prénom	Audrey
Date du début de la charge	2017-11-29
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	1651 rue Saint-Christophe Montréal (Québec) H2L3W7 Canada

Nom de famille	Riahi
Prénom	Arij
Date du début de la charge	2017-11-29
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	5348 rue Saint-Urbain Montréal (Québec) H2T2X1 Canada

Nom de famille	Stoodley
Prénom	Elena
Date du début de la charge	2017-11-29
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	7563 rue Saint-Hubert Montréal (Québec) H2R2N7 Canada

Dirigeants non membres du conseil d'administration

Nom de famille	Burns
Prénom	Louise
Fonctions actuelles	Principal dirigeant
Adresse	5450 rue Waverly Montréal (Québec) H2T2X9 Canada

Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

Établissements

Aucun établissement n'a été déclaré.

Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

Index des documents**Documents conservés**

Type de document	Date de dépôt au registre
Déclaration de mise à jour courante	2017-11-30
Déclaration de mise à jour courante	2017-11-16
DÉCLARATION DE MISE À JOUR ANNUELLE 2017	2017-11-10
Déclaration de mise à jour courante	2017-01-19
Déclaration de mise à jour courante	2017-01-06
DÉCLARATION DE MISE À JOUR ANNUELLE 2016	2016-06-17
Déclaration de mise à jour courante	2015-12-21
DÉCLARATION DE MISE À JOUR ANNUELLE 2015	2015-10-28
DÉCLARATION DE MISE À JOUR ANNUELLE 2014	2014-06-12
Déclaration annuelle 2004	2014-06-11
DÉCLARATION DE MISE À JOUR ANNUELLE 2013	2013-11-05
Déclaration de mise à jour courante	2013-05-09
DÉCLARATION DE MISE À JOUR ANNUELLE 2012	2012-10-17
Déclaration annuelle 2011	2011-11-01
État et déclaration de renseignements 2010	2010-07-13
État et déclaration de renseignements 2009	2009-07-27
État et déclaration de renseignements 2008	2009-05-11
Déclaration annuelle 2007	2008-09-24
Avis de défaut	2008-03-13
État et déclaration de renseignements 2006	2007-03-15
Déclaration annuelle 2005	2006-01-20
Avis de défaut	2005-06-09
Déclaration annuelle 2003	2004-03-11
Déclaration annuelle 2002	2003-02-20
Déclaration annuelle 2001	2001-09-24
Déclaration annuelle 2000	2001-07-10
Avis de défaut	2001-05-23
Déclaration annuelle 1999	1999-09-15
Déclaration annuelle 1998	1999-03-24

Type de document	Date de dépôt au registre
Déclaration annuelle 1997	1998-05-01
Déclaration annuelle 1996	1997-02-19
Déclaration annuelle 1995	1996-10-02
Avis de défaut	1996-06-08
Déclaration d'immatriculation	1995-03-25

Index des noms

Date de mise à jour de l'index des noms 2017-01-19

Nom

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
RADIO CKUT		2009-05-11		En vigueur
CKUT 90.3 FM		1999-09-15	2009-05-11	Antérieur
RADIO MCGILL		1988-07-18	1999-09-15	Antérieur

Autres noms utilisés au Québec

Autre nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
Émission Radio Prison	Prisoners Radio Broadcast	2017-01-19		En vigueur
CKUT 90.3 FM		2003-02-20	2009-07-23	Antérieur
RADIO MC GILL				
CKVT 90.3 FM		1995-03-25	2003-02-20	Antérieur

Québec 

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RADIO CKUT (hereinafter referred to as CKUT)

Pursuant to the Canada Not-for-profit Corporations Act (S.C. 2009, c.23) and the continuance of CKUT from the Canada Corporations Act (R.S.C. 1970, c. C-32) to the Canada Not-for-profit Corporations Act, this By-law No. 1, being a by-law relating generally to the conduct of the affairs of CKUT, replaces all by-laws of CKUT under the Canada Corporations Act.

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SECTION 1 – INTERPRETATION

1.1 Definitions

In this bylaw and all other bylaws of CKUT, unless the context otherwise requires:

"Act" means the *Canada Not-for-profit Corporations Act* S.C. 2009, c.23 including the Regulations made pursuant to the Act, and any statute or regulations that may be substituted, as amended from time to time;

"Articles" means the original or restated articles of incorporation or articles of amendment, amalgamation, continuance, reorganization, arrangement or revival of CKUT;

"Board" means the Board of Directors of CKUT and "Director" means a member of the Board;

"bylaw" means this bylaw and any other by-laws of CKUT as amended and which are, from time to time, in force and effect;

"Meeting of Members" includes an Annual General Meeting or a Special Meeting of Members;

"Member" means an individual who meets membership criteria as defined in Section 3 of these bylaws;

"Member Motion" means a motion submitted by a member of CKUT that meets the requirements of section 163 (Shareholder Proposals) of the Act;

"Officer" means the Chair, the Vice-Chair, the Secretary, the Treasurer, and such other officers as may be determined by the Board in accordance with the provisions of Section 8 hereof;

"Regulations" means the regulations made under the Act, as amended, restated or in effect from time to time;

"special resolution" means a resolution passed by a majority of not less than two-thirds (2/3) of the votes cast on that resolution;

and "Steering" means the Steering Committee of CKUT, as outlined in Section 9 of this by-law.

1.2 Interpretation

In these bylaws, unless context necessitates otherwise:

- words in the singular include the plural and vice-versa;
- words in one gender include all genders;
- "person" includes an individual, body corporate, partnership, trust and unincorporated organization; and,
- the bylaws of the Corporation will be strictly interpreted at all times in accordance with and subject to the purposes contained in the Articles of the Corporation.

Other than as specified above, words and expressions defined in the Act have the same meanings when used in these by-laws.

SECTION 2 - FINANCIAL AND OTHER MATTERS

2.1 Financial Year

The financial year-end of CKUT shall be May 31st or as otherwise determined by the Board.

2.2 Execution of Documents and Financial Instruments

Deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution by CKUT may be signed by any two of its Directors. In addition, the Board may from time to time direct the manner in which and the person or persons by whom a particular document or type of document shall be executed.

2.3 Banking Arrangements & Borrowing Powers

The banking business of CKUT, including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies or other bodies corporate or organizations as may from time to time be designated by or under the authority of the Board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the Board may from time to time prescribe or authorize.

The Directors of CKUT may, without authorization of the members:

- a) borrow money on the credit of CKUT;
- b) limit or increase the amount to be borrowed;
- c) Issue debentures or other securities of CKUT;
- d) Pledge or sell such debentures or other securities for such sum and at such prices as may be deemed expedient; and
- e) Secure any such debentures, or other securities, or any other present or future borrowing or liability of CKUT, by mortgage, hypothecate, charge or pledge of all of currently owned or subsequently acquired real and personal, moveable and immovable property of CKUT, and the undertaking and rights of CKUT.
- f) Delegate to such Officer(s) or Director(s) of CKUT as the Directors may designate all or any of the foregoing powers to such extent and in such manner as the Directors may determine.

The Directors may, by resolution, and subject to any limitations of the Act, delegate the foregoing powers to a Director, a committee of Directors or an Officer within a set limitation and time frame.

2.4 Annual Financial Statements

Members will be notified that copies of the audited Annual Financial Statements and any other documents referred to in subsection 172 (1) of the Act will be available to view at the registered office of CKUT, and available to view electronically.

2.5 Auditors

The Members of CKUT shall at each Annual Meeting appoint an auditor to CKUT to hold office until the next Annual Meeting, provided that the Directors may fill any vacancy in the office of the auditor occurring prior to an Annual Meeting.

The auditor of CKUT shall be entitled to attend and be heard at meetings of the Board on matters relating to their duties as auditor.

SECTION 3 – MEMBERSHIP

3.1 Membership Classes & Rights

Subject to the articles, there shall be two classes of membership at CKUT:

- 1) Regular Members
- 2) Active Members

All Members shall promote the goals and objects of CKUT and conform to any motion made by the Board that has been expressly declared to be binding on its members.

As per the Articles, all Members have the right to receive notice of, attend and vote at all Meetings of the Members of CKUT.

3.2 Regular Membership Eligibility & Fees

All students registered at McGill University (other than continuing education students, summer students, MacDonal College students, medical interns, residents and non-resident graduate students) shall in accordance with the terms of their registration, be Regular Members, upon payment to CKUT of the membership fee prescribed from time to time by referendum.

Individuals who do not fit the above criteria membership who wish to become members of CKUT shall also be eligible for Regular Membership upon recommendation of the Steering Committee and payment of any applicable fees. The Board shall determine the annual fee amount for such members.

Regular Members have the right to vote at Meetings of the Members but are not eligible to run for committees or the Board.

3.3 Active Membership Eligibility & Fees

Regular members may become Active Members at CKUT by fulfilling all of the following criteria:

- a. payment of any applicable membership fees, AND
- b. completion of the CKUT Volunteer Intake Process.

Only Active Members are eligible to:

- participate in station activities, including but not limited to on-air programming (excluding as guests), and
- sit on the various committees and the Board.

An employee shall automatically become an Active Member upon being hired and shall automatically cease to be a Member immediately when no longer an employee. The applicable fees shall be waived in this case.

A member of the community who is elected to the Board of Directors according to the procedures outlined in the Elections Policy shall automatically become an Active Member upon being elected, and shall automatically cease to be a Member immediately when no longer on the Board. The applicable fees shall be waived in this case.

3.4 Termination of Membership

A membership in CKUT is terminated when one or more of the following occurs:

- a. the membership is terminated in accordance with the Articles or bylaws;
- b. the Member's term of membership expires after one year from date of issue and is not renewed;
- c. the Member withdraws from CKUT by delivering to CKUT a written resignation;
- d. a Member who is a student completes the University opt-out process and receives a fee refund;
- e. CKUT is liquidated and dissolved under the Act.

Notwithstanding the above, the group of Members who are students as defined in by-law 3.2 may only withdraw its group membership from CKUT when a student-initiated referendum is called for this purpose. A non-student Member may withdraw their membership at any time.

On any termination of membership the rights of the Member automatically cease to exist.

3.5 Suspension, Dismissal and Expulsion of Members

The Board together with Steering shall have authority to warn any member and put on probation, suspend, dismiss or expel any member at CKUT for any one or more of the following grounds:

- a. Violation of any provisions of the Articles, bylaws, Blue Book, or Policies of CKUT;
- b. Carrying out any conduct which may be detrimental to CKUT as determined by the Board and Steering; and,
- c. For any other reason that the Board and Steering considers to be reasonable, having regard to the purpose of CKUT.

In the event that the Board and Steering determines that a member should be warned, put on probation, suspended, dismissed or expelled from CKUT, the Disciplinary Procedures in Appendix 1 of the Blue Book shall be followed.

Any member who has been expelled has twenty-eight (28) days to appeal a decision via the Grievance Procedures outlined in Appendix 2 of the Blue Book.

A member expelled according to the Disciplinary Procedures shall be removed from the list of Members and shall not be re-eligible to become a Member, except through approval of the Board and Steering.

3.6 Reinstatement of Lapsed Membership

Individuals who were previously Active Members at CKUT but whose membership has been expired for more than six months may have their Active membership reinstated upon approval of the Steering Committee and payment of any applicable membership fees. These individuals may or may not have to re-complete the Volunteer Intake process, upon the discretion of the Steering Committee.

SECTION 4 – ANNUAL GENERAL MEETINGS OF MEMBERS

4.1 Annual General Meetings

CKUT shall hold an Annual General Meeting, location and date as determined by the Board, no later than six (6) months after the end of the preceding fiscal year.

The Annual General Meeting shall be held for the purpose of:

- a. receiving the annual report and audited financial statements of CKUT for the preceding fiscal year;
- b. appointing the auditor for the upcoming fiscal year;
- c. receiving the report of the Board and staff with respect to activities of the preceding year;
- d. electing the incoming Board, in accordance with CKUT's Elections Policy;
- e. electing the Grievance Committee, Programming Committee, and Steering Committee, in accordance with CKUT's Elections Policy;
- f. transacting such other business, in accordance with any stipulations outlined in the Blue Book, or as required under the Act.

4.2 Notice of Annual General Meetings

The Board of Directors and the Steering Committee shall notify the membership of CKUT of the time, place and date of a meeting of members by at least one of the following means:

- a. by telephone, e-mail or other electronic communication to all Members during a period of twenty-one (21) to sixty (60) days before the meeting, or
- b. by notice posted at the CKUT premises during a period of twenty-one (21) to sixty (60) days before the meeting; or
- c. by notice posted on McGill University campus in at least three (3) locations.

4.3 Chair for Annual General Meetings

The members present at any Annual General Meeting of Members shall elect a Chair to preside over the meeting at the beginning of the meeting.

4.4 Attendance

All Annual General Meetings shall be open to all Members of CKUT, and members of the public may be admitted at the discretion of the Chair. Only Members shall be granted speaking and voting rights, and only Active Members shall be entitled to run for committees (as per section 3.3).

4.5 Quorum

Forty (40) CKUT members shall constitute quorum at all meetings of Members. A minimum of twenty (20) of these Members shall be student Members (Active or Regular).

If the meeting loses quorum at any point, the meeting becomes a consultative body, without power to make resolutions, and may not transact any official business until quorum is regained.

4.6 Member Motions

A member entitled to vote at an Annual General Meeting of members must submit to the Board notice of any matter that the member proposes to raise at the meeting, referred to in this paragraph as a "member motion," at least ten (10) days before the Annual General Meeting. Motions and accompanying statements of support may not exceed five hundred words.

The Board and Steering shall circulate any member motions to members five (5) days before the Annual General Meeting via the notification methods as outlined in 4.2.

Motions regarding changes to the Articles and the bylaws are not "member motions" and the procedures outlined in Section 11 must be followed for such motions instead.

4.7 Voting

At any meeting of members every question shall, unless otherwise provided by the Articles or bylaws or by the Act, be determined by simple majority. In case of an equality of votes, the motion does not pass.

Subject to the Act, and the bylaws, any question at a meeting of members shall be decided by a show of hands unless a ballot has been demanded or required.

4.8 Results of Voting

A declaration by the Chair of the meeting as to whether or not the question or motion has been carried, and an entry to that effect in the minutes of the meeting shall, in the absence of evidence to the contrary, be evidence of the fact, even if the number or proportion of the votes recorded in favour of or against the motion has not been recorded.

4.9 Errors or Omission in Notice

If a Member fails to receive notice of the Annual General Meeting via the required channels as outlined in bylaw 4.2 above, the Annual General Meeting shall still be valid.

SECTION 5 – SPECIAL MEETINGS OF MEMBERS

5.1 Calling a Special Meeting

The Board may at any time call a Special Meeting of Members to consider matters of particular concern and urgency which may properly be brought before the members. The Members must be notified of such a meeting at least twenty-one (21) days prior to the meeting.

On written requisition of not less than five hundred (500) Members, the Board shall call a special meeting of members. If the Directors do not call a meeting within twenty-one (21) days of receiving the requisition, the Members who signed the requisition may call the meeting. The Members must be notified of such a meeting at least twenty-one (21) days prior to the meeting.

5.2 Bylaws Regarding Special Meetings

Special General Meetings shall be governed by the same bylaws as Annual General Meetings of members described in sections 4.2 through 4.9 of the bylaws.

SECTION 6 – BOARD OF DIRECTORS

6.1 Duties of the Board

The Board of Directors of CKUT:

- makes such rules and policy as necessary for the conduct of the affairs of CKUT, provided such rules and policy are consistent with these bylaws and with CKUT's mandate;
- hires and supervises, in conjunction with Steering, the permanent staff of CKUT;
- appoints standing committees, ad hoc committees and task forces, to carry out specific functions as determined by the Board;
- oversees the keeping of proper financial books and records;
- is responsible for the legal affairs of CKUT;
- performs such other duties as directed by the Members at a Meeting of Members, or via referendum, or as necessarily incidental to the activities of the foregoing.

6.2 Composition of the Board

The Board shall consist of at least nine (9) but no more than thirteen (13) Directors, who are elected at the Annual General Meeting in accordance with these bylaws and the CKUT Election Policy:

- One (1) permanent staff of CKUT

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- One (1) member of the Steering Committee of CKUT
- At least five (5) Active Members:
 - At least two (2) who are undergraduate students
 - At least one (1) who is a post-graduate student
 - At least two (2) who are non-students
- At least two (2) members of the community at large, including but not limited to residents of Montreal and surrounding areas, and faculty and staff of McGill University

CKUT shall actively promote to the Board the nomination of members of marginalized groups disproportionately excluded from full participation in society.

6.3 Qualifications of Directors

Directors must:

- be Active Members of CKUT, with the exception of members of the community at large who shall become Active Members upon their election to the Board of Directors;
- have a commitment to CKUT's mission and vision;
- be at least eighteen (18) years old and have the power at law to contract, and;
- meet all eligibility requirements of the Broadcast Act, R.S.C. 1980 c.376 as amended.

6.4 Term of Office

Directors shall serve two (2) year terms.

Directors shall be eligible for re-election for a maximum of three (3) consecutive terms.

The term of office for the Directors shall proceed from the time they are elected at the Annual General Meeting until the end of their two year term, unless replaced earlier according to by-law 6.7 or 6.8.

6.5 Additional Appointments

If there are vacant positions on the Board, the Directors may appoint one or more additional Directors, except in the case of a vacancy resulting from a failure to elect the number or minimum number of Directors provided for in the Articles. The total number of Directors so appointed may not exceed one third of the number of Directors elected at the previous Annual General Meeting. Furthermore, Directors so appointed shall hold office for a term expiring on the date of the next Annual General Meeting, or Special General Meeting as the case determines.

6.6 Remuneration

The members of the Board shall generally not receive any remuneration for their services, with the exception of the Steering Representative and Staff Representative who may consider their involvement as paid working hours.

Expenses related to Board members' attendance at meetings or conferences may be paid by CKUT.

6.7 Ceasing to Hold Office

A Director ceases to hold office when the Director resigns, is removed in accordance with the following paragraph, dies, or becomes disqualified in accordance with Section 126 of the Act: the person is under 18 years of age, has

been declared incapable by a court in Canada or another country, is not an individual, or has the status of a bankrupt.

6.8 Removal of Directors

The membership may call a Special Meeting of Members, in accordance with these bylaws, in order to vote on the removal of a Director. Removal of a Director may occur if said Director is deemed to have failed to fulfill their duties as stipulated in these bylaws, or acts in a manner contrary to the objectives of CKUT.

6.9 Committees of the Board of Directors

The Board shall have the authority to appoint such standing or special committees as it may deem necessary and may establish ad hoc sub-committees or advisory groups from time to time to oversee or consult on matters relating to CKUT.

6.10 Finance Committee

A Finance Committee shall prepare, on an annual basis, an operating budget to be submitted to the Board. This Committee shall complete tasks as may be delegated to it by the Board, including the ongoing approval of financial decisions taken by Steering.

The Finance committee shall be composed of the Treasurer of CKUT, one member of the Steering Committee and two Active Members.

6.11 Board Nominating Committee

The Board Nominating Committee shall make recommendations to the Board regarding the procedures for the nomination of Directors to be elected by the Members to the Board, with a view to making the process as open and democratic as possible while ensuring the needs of CKUT are met.

The Nominating Committee shall be composed as the Board may determine from time to time.

SECTION 7 - MEETINGS OF THE BOARD

7.1 Meetings

The Board shall hold monthly meetings. A Board meeting may be formally called by the Chair or by written resolution of at least one (1) other Director.

Meetings of the Board are open to all Regular and Active Members, provided that they contact the Chair or a Staff member one week prior to the meeting.

The Board may decide by majority resolution to hold a confidential meeting of the Board, with only Directors present. Minutes for a confidential session will be available to sitting Directors only. Meetings may be confidential when discussing the following matters:

- a) proposed, pending or current litigation;
- b) personnel matters, leading to the hiring, firing, promotion, demotion, suspension, salary level or evaluation of staff;

c) personal matters concerning the conduct of any member.

In addition, where a matter of a personal nature may be considered at a meeting of the Board, the part of the meeting concerning this matter shall be confidential.

7.2 Notice of Meetings

Notice of the time and place of a meeting of the Board shall be given by telephone, email, or other means of communication, to every Director not less than seven (7) days before the time when the meeting is to be held. The Chair shall draft and circulate an agenda, which shall serve as notice of a meeting.

No error or omission in giving notice for a meeting of Directors shall in itself invalidate or make void any proceedings taken or had at such meeting.

7.3 Location and Means of Meetings

Meetings of the Board may be held at any place within Canada. Directors may hold meetings by teleconference or by other electronic means that permit all persons participating in the meeting to hear and communicate with each other. A Director participating in such a meeting by such means is deemed to be present at the meeting.

7.4 Quorum

Quorum shall consist of a simple majority of the Directors holding office.

Any meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the bylaws of CKUT.

7.5 Decision-making

The Board shall strive to make decisions by consensus. In the event that a consensus cannot be met, questions will be decided by a majority of votes.

All Directors shall have one (1) vote at all meetings of the Board, except for the Director who is the acting Chair of the Board. In the event of a tie the Chair shall vote. Voting by proxy will not be allowed for any purposes at meetings of the Directors.

A declaration by the Chair that a resolution has been carried, and inclusion of this event in the minutes, shall be evidence of fact, without need for the number or proportion of the votes in favour to be recorded.

A majority vote of sitting Board members may also approve a resolution that is written and circulated electronically, and is valid as if it has been passed at a meeting of Directors.

7.6 Conflict of Interest

A Director who has or is perceived to have a financial, personal, or official interest in that decision of such nature that it may prevent them from acting in an impartial manner must excuse themselves, or may be excused at the discretion of the other Directors, from the discussion and decision making procedures.

Such instances are to be recorded in the meeting minutes. A Director shall be free to vote on any question affecting the constituency which such a Director was appointed to represent, including grants or other financial assistance to such constituency.

7.7 Minutes

Minutes shall be kept at all meetings of the Board. Minutes of each Board meeting shall be submitted to all Board members prior to the next Board meeting for their approval. Public versions of the approved minutes shall be posted at the CKUT premises.

SECTION 8 – OFFICERS

8.1 Appointment of Officers

The Officers of CKUT shall be appointed by resolution of the Board as needed. An Officer must be a Director, and a Director may hold more than one office. An officer holds no greater power or authority than any other Board member.

8.2 Description of Officers

The officers of CKUT shall be Chair, Vice-Chair, Secretary and Treasurer.

The Board may, subject to the Act, delegate to such officers the power to manage the affairs of CKUT. A Director may be appointed to any office of CKUT. A Director may be removed from the capacity of Officer by resolution of the Board.

The powers and duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the Board requires of them. The Board may, from time to time and subject to the Act, vary, add to, or limit the powers and duties of any Officer.

SECTION 9 – STEERING COMMITTEE

9.1 Composition of the Steering Committee

CKUT shall have a Steering Committee composed of permanent Staff members and Active Members elected at the Annual General Meeting. From time to time, the Board and Steering determine the composition, powers and duties of the Steering Committee.

In the event that there is a vacancy in the committee, a person may be nominated by the respective programming coordinators and approved by the sitting committee members to fill this position until elections are held at the next Annual Meeting.

CKUT shall actively promote to the Steering Committee the nomination of members of marginalized groups disproportionately excluded from full participation in society.

9.2 Duties of the Steering Committee

The Steering Committee shall act in all matters of general management and supervision of the operation and finances of CKUT. The Steering Committee shall be immediately responsible to the Board.

The Steering Committee shall operate in accordance with the Steering Committee guidelines in the Blue Book. Without limiting the generality of the foregoing, the Steering Committee shall:

- i) Be charged with the general management and supervision of the affairs and operations of CKUT.
- ii) Hire and supervise such personnel as necessary to assist in the executing of its duties and responsibilities. Permanent staff shall be hired in conjunction with the Board.
- iii) Report regularly to the Board with updates of the current operating status of CKUT and regularly advise the Board of the affairs of CKUT.
- iv) Be generally responsible for the standards and practices of the radio station and related operations owned and operated by CKUT.

9.3 Meetings & Minutes of the Steering Committee

The Steering Committee shall establish regular weekly meetings at a time and a place determined by the Committee. Quorum for meetings of the Steering Committee shall be a majority of its members. Meetings of the Steering Committee are open to Members of CKUT, provided that they contact a member of the Steering Committee one week prior to the meeting. If a matter of personal nature, or personnel matter is considered at a Steering meeting, the part of the meeting concerning this matter shall be confidential.

Minutes shall be kept at all meetings and shall be submitted to all Steering members prior to the next Steering meeting for their approval. Public versions of the approved minutes shall be posted at the CKUT premises.

SECTION 10 - THE PROGRAMMING COMMITTEE

10.1 Composition of the Programming Committee

CKUT shall have a Programming Committee composed of Active Members elected at the Annual General Meeting and Staff members. The Staff members of this committee shall not have voting rights on the committee.

From time to time, the Board and Steering, in consultation with the Programming Committee may determine the composition, powers and duties of the Programming Committee.

10.2 Duties of the Programming Committee

The committee shall be responsible for formulating and implementing CKUT broadcasting policies.

In the event that there is a vacancy in the committee, a person may be nominated by the respective programming coordinators and approved by the sitting committee members to fill this position until the next Annual General Meeting.

CKUT shall actively promote to the Programming committee the nomination of members of marginalized groups disproportionately excluded from full participation in society.

10.3 Meetings & Minutes of the Programming Committee

The Programming Committee shall establish regular meetings at a time and a place determined by the Committee. Quorum for meetings of the Programming Committee shall be a majority of its members. Meetings of the Programming Committee are open to Members of CKUT, provided that they contact a member of staff one week prior to the meeting. . If a matter of personal nature, or personnel matter is considered at a Programming meeting, the part of the meeting concerning this matter shall be confidential.

Minutes shall be kept at all meetings and shall be submitted to all Programming committee members prior to the next meeting for their approval. Public versions of the approved minutes shall be posted at the CKUT premises.

SECTION 11 – AMENDMENT OF ARTICLES AND BYLAWS

11.1 Amendment of Articles

The Articles of CKUT may only be amended by a special resolution (passed by a majority of at least two-thirds) at a Meeting of Members.

Notice to the Members of the suggested amendments must be given at least twenty-one (21) days in advance of a Meeting of Members, following the notification process outlined in 4.2.

Any amendment to the Articles is effective on the date shown in the certificate of amendment.

11.2 Amendment of By-laws (excluding Special By-laws) and Effective Date of Amendment

The bylaws of CKUT may only be amended by a special resolution (passed by a majority of at least two-thirds).

CKUT's bylaws may be created, amended or repealed in two ways:

1. by the Board of Directors, or
 2. by a proposal from the Members at any Meeting of Members.
1. The Board may create, amend or repeal any bylaw (excluding the bylaws referred to in 11.3) by a two-thirds majority vote of the Directors present at a meeting of the Board. Notice for a meeting of the Board called to consider such resolution shall be given to each Director at least thirty (30) days before the meeting, and shall include the full text of the proposed amendment.

An amendment or repeal of the bylaws made by the Board shall be effective from the date of the resolution until the next Meeting of Members where it may be confirmed, rejected or amended by the members by a simple majority.

The full text of the proposed change must be provided to all Members at least twenty-one (21) days before the Meeting of Members at which the motion will be made, according to the notification process outlined in

4.2. An error in the text of the proposed amendment that does not affect the substance thereof shall not invalidate any action taken.

If the bylaw, amendment or repeal is confirmed, or confirmed as amended by the Members at the Meeting of Members, it remains effective in the form in which it was confirmed. The bylaw, amendment or repeal ceases to have effect if it is not submitted to the members at the next Meeting of Members or if the Members at the meeting reject it.

2. Members may propose a bylaw change at any Meeting of Members. To be considered by the Membership at a General Meeting, the mover must deliver a motion to repeal or amend the by-law to the Board not less than sixty (60) days prior to the Meeting of Members at which the motion will be made. The full text of the proposed change must be provided to all Members at least twenty-one (21) days before the meeting according to the notification process outlined in 4.2. An error in the text of the proposed amendment that does not affect the substance thereof shall not invalidate any action taken. If the bylaw, amendment or repeal is confirmed, or confirmed as amended by the Members at the Meeting of Members, it comes into effect.

11.3 Amendment of Bylaws Pertaining to Membership

Pursuant to subsection 197(1) (Fundamental Change) of the Act, a special resolution (passed by a majority of at least two-thirds) of the members is required to make any amendment to the by-laws of CKUT to change the following:

- conditions required for being a member
- the designation of any class or group of members or adding, changing or removing any rights and conditions of any such class or group
- dividing any class or group of members into two or more classes or groups and fixing the rights and conditions of each class or group
- transfer of memberships
- manner of giving notice to members entitled to vote at a meeting of members
- method of voting by members not in attendance at a meeting of members (i.e., proxy voting) and
- related definitions and interpretive provisions.

These bylaws may only be amended or repealed by two-thirds confirmation of the members. The Board does not have the authority to amend or repeal these bylaws, unlike all other bylaws as described in 11.2. Therefore they may only be amended or repealed by the second process outlined in 11.2.

SECTION 12 - DISPUTE RESOLUTION

Disputes or controversies among Members, Directors, committee members, or staff are as much as possible to be resolved in accordance with the CKUT Grievance Procedures found in Appendix 2 of the Blue Book.

SECTION 13. INDEMNITY OF DIRECTORS, OFFICERS AND EMPLOYEES

Every Director, Officer and employee of CKUT and their heirs, executors, administrators and other legal personal representatives shall be indemnified and saved harmless by CKUT from and against:

- Any liability and all costs, charges and expenses that they sustain or incur in respect of any action, suit, or proceeding that is proposed or commenced against them for or in respect of anything done or permitted by them in respect of the execution of their duties

Radio CKUT By-laws

- All other costs, charge and expenses that they sustain or incur in respect of the affairs of CKUT; provided that no Director, officer or employee of CKUT shall be indemnified by CKUT in respect of any liability, cost, charges or expenses that they sustain or incur in or about any action, suit or other proceeding of which they are adjudged to be grossly negligent or criminally responsible.

SECTION 14 INSURANCE

Subject to the provisions of the Act, CKUT may purchase and maintain such insurance for the benefit of its Directors, Officers or employees as the Board may from time to time determine.

SECTION 15 AGENTS AND ATTORNEYS

The Board shall have power from time to time to appoint agents or attorneys for CKUT in or out of Quebec, as the Board may determine.

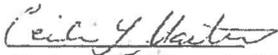
SECTION 16 STANDARDS

CKUT shall adhere to the broadcasting standards established by the Canadian Radio Television Telecommunications Commission, and the guidelines as enumerated in the Broadcast Act, whichever are applicable, and as amended from time to time. CKUT's Blue Book shall refer to these standards.

SECTION 17 - EFFECTIVE DATE

Certified to be the By-laws of Radio CKUT, as approved by the members of CKUT by a two-thirds majority vote on the 16th day of March 2015.

Dated as of the 19th day of March 2015.



Chair, CKUT Board of Directors

On behalf of Radio CKUT.

RADIO CKUT

Financial Statements

May 31, 2017

RADIO CKUT

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Amstutz Inc.
Comptables Professionnels Agréés

INDEPENDENT AUDITORS' REPORT

To the Members of
RADIO CKUT

We have audited the accompanying financial statements of RADIO CKUT which comprise the balance sheet as at May 31, 2017, and the statements of operations, changes in net assets and cash flows for the year then ended and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements - Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility - Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion - In our opinion, the financial statements present fairly, in all material respects, the financial position of RADIO CKUT as at May 31, 2017 and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.



By: R. Amstutz, CPA auditor, CA
November 10, 2017
Montreal, Quebec

RADIO CKUT
BALANCE SHEET
as at May 31, 2017

	<u>2 0 1 7</u>	<u>2 0 1 6</u>
ASSETS		
CURRENT ASSETS		
Cash	\$ 21,485	\$ 22,806
Short-term investments, at cost	208,168	156,916
Accounts receivable (Note 3)	33,420	33,873
Prepaid expenses	<u>6,259</u>	<u>8,336</u>
	269,332	221,931
PROPERTY AND EQUIPMENT (Note 4)	<u>53,224</u>	<u>61,344</u>
	<u>\$ 322,556</u>	<u>\$ 283,275</u>
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued charges (Note 5)	\$ 18,465	\$ 17,343
Deferred revenues	<u>50,000</u>	<u>18,686</u>
	<u>68,465</u>	<u>36,029</u>
NET ASSETS		
NET ASSETS		
Invested in property and equipment	53,224	61,344
Internally restricted (Note 7)	200,867	185,902
Unrestricted	<u>-</u>	<u>-</u>
	<u>254,091</u>	<u>247,246</u>
	<u>\$ 322,556</u>	<u>\$ 283,275</u>

COMMITMENTS (Note 9)

ON BEHALF OF THE BOARD

.....Director

.....Director

The accompanying notes form an integral part of the financial statements.

RADIO CKUT
STATEMENT OF CHANGES IN NET ASSETS
as at May 31, 2017

				<u>2 0 1 7</u>	<u>2 0 1 6</u>
	Invested in property and equipment	Internally restricted	Un- restricted	<u>Total</u>	<u>Total</u>
Balance, beginning of year	\$ 61,344	\$ 185,902	\$ -	\$ 247,246	\$ 264,936
Excess (deficiency) of revenues over expenses	-	-	6,845	6,845	(17,690)
Amortization	(13,869)	-	13,869	-	-
Acquisition of property and equipment, net	5,749	-	(5,749)	-	-
Internally restricted (Note 7)	<u>-</u>	<u>14,965</u>	<u>(14,965)</u>	<u>-</u>	<u>-</u>
Balance, end of year	\$ <u>53,224</u>	\$ <u>200,867</u>	\$ <u>-</u>	\$ <u>254,091</u>	\$ <u>247,246</u>

The accompanying notes form an integral part of the financial statements.

RADIO CKUT
STATEMENT OF OPERATIONS
year ended May 31, 2017

	<u>2 0 1 7</u>	<u>2 0 1 6</u>
REVENUES		
Student fees	\$ 248,096	\$ 234,646
Grants (in kind)	95,136	-
Grants	82,258	57,950
On-Air sales	66,072	57,797
Donations	46,673	39,780
Production and studio rental	11,162	12,717
Sub-carrier rental	10,873	22,052
Promotion	10,257	11,731
Miscellaneous	<u>1,547</u>	<u>1,105</u>
	<u>572,074</u>	<u>437,778</u>
EXPENSES		
Salaries, commissions and fringe benefits	300,132	271,043
Advertising (in kind)	95,136	-
Office rent	48,250	47,250
Rentals	44,993	43,936
General office	16,505	22,013
Amortization	13,869	14,217
Script and royalties	8,615	7,558
Fundraising and promotion	7,870	5,483
Telecommunications	7,108	7,618
Bad debts	5,410	12,999
Transmission equipment maintenance	4,156	2,144
Contract services	3,968	5,168
Bank and administration charges	2,640	2,635
Professional fees	2,525	2,475
Insurance	2,474	7,303
Sub-carrier expense	1,524	1,524
Miscellaneous	<u>54</u>	<u>2,102</u>
	<u>565,229</u>	<u>455,468</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ <u>6,845</u>	\$ <u>(17,690)</u>

The accompanying notes form an integral part of the financial statements.

RADIO CKUT
STATEMENT OF CASH FLOWS
year ended May 31, 2017

	<u>2 0 1 7</u>	<u>2 0 1 6</u>
OPERATING ACTIVITIES		
Excess (deficiency) of revenues over expenses	\$ 6,845	\$ (17,690)
Items not affecting cash		
Amortization	<u>13,869</u>	<u>14,217</u>
	20,714	(3,473)
Changes in non cash operating working capital		
Accounts receivable	453	4,898
Prepaid expenses	2,077	5,358
Accounts payable and accrued charges	1,122	(4,465)
Deferred revenues	<u>31,314</u>	<u>17,486</u>
	<u>55,680</u>	<u>19,804</u>
INVESTING ACTIVITIES		
(Increase) decrease in short-term investments	(51,252)	1,157
Acquisition of property and equipment	<u>(5,749)</u>	<u>(16,346)</u>
	<u>(57,001)</u>	<u>(15,189)</u>
(DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(1,321)	4,615
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>22,806</u>	<u>18,191</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ <u><u>21,485</u></u>	\$ <u><u>22,806</u></u>

Cash and cash equivalents are comprised of cash.

The accompanying notes form an integral part of the financial statements

RADIO CKUT
NOTES TO THE FINANCIAL STATEMENTS
May 31, 2017

1. STATUTES OF INCORPORATION AND NATURE OF ACTIVITIES

The organization was incorporated under Part II of the Canada Corporations Act and is a non-profit organization under the Income Tax Act.

Radio CKUT is a campus-community radio station based at McGill University and provides a great variety of music, news and spoken word programming to the city of Montreal and surrounding areas, 24 hours a day, 365 days a year. The Station operates under license from the Canadian Radio-television and Telecommunications Commission.

2. SIGNIFICANT ACCOUNTING POLICIES

The financial statements were prepared in accordance with Canadian accounting standards for not-for-profit organizations and include the following significant accounting policies:

Accounting estimates

The preparation of financial statements in conformity with Canadian accounting standards requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from these estimates.

Revenue recognition

The organization follows the deferral method of accounting for contributions. Restricted contributions related to general operations are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

Cash and cash equivalents

The organization's policy is to disclose cash and cash equivalents, including bank overdrafts with balances that fluctuate frequently from being positive to overdrawn and term deposits with a maturity period of three months or less from the date of acquisition.

Property and equipment

Property and equipment are stated at cost. Amortization is calculated to amortize the cost of the assets less their residual values over their estimated useful lives, using the following methods and rates:

Production studio equipment	10-20% declining-balance
Transmission equipment	15 years straight-line
Mobile unit equipment	20% declining-balance
Office equipment	10-20% declining-balance
Computer equipment and web site	20% declining-balance
Leasehold improvements	10% declining-balance
Archive and server equipment	10-20% declining-balance
Alarm system	20% declining-balance

RADIO CKUT
NOTES TO THE FINANCIAL STATEMENTS
May 31, 2017

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

Contributed services

Volunteers contribute about 45,000 hours per year to assist Radio CKUT in carrying out its activities. Because of the difficulty of determining the fair value, contributed services are not recognized in the financial statements.

Financial instruments

The organization initially measures its financial assets and financial liabilities at fair value. The organization subsequently measures all its financial assets and financial liabilities at cost or amortized cost.

Financial assets measured at amortized cost include cash, short-term investments and accounts receivable. Financial liabilities measured at amortized cost include accounts payable and accrued charges and deferred revenues.

3. ACCOUNTS RECEIVABLE	<u>2 0 1 7</u>	<u>2 0 1 6</u>
Accounts receivable	\$ 16,883	\$ 22,847
Grants receivable	14,418	10,357
Sales taxes receivable	-	294
Miscellaneous	<u>2,119</u>	<u>375</u>
	<u>\$ 33,420</u>	<u>\$ 33,873</u>

4. PROPERTY AND EQUIPMENT			<u>2 0 1 7</u>	<u>2 0 1 6</u>
	<u>Cost</u>	<u>Accumulated Amortization</u>	<u>Net Book Value</u>	<u>Net Book Value</u>
Production studio equipment	\$ 183,959	\$ 159,270	\$ 24,689	\$ 26,812
Transmission equipment	141,136	137,337	3,799	5,653
Mobile unit equipment	15,005	12,755	2,250	2,190
Office equipment	30,123	27,555	2,568	2,935
Computer equipment	72,290	63,134	9,156	9,834
Web site	26,519	20,023	6,496	9,180
Leasehold improvements	31,473	30,679	794	882
Archive and server equipment	5,343	1,871	3,472	3,858
Alarm system	<u>4,493</u>	<u>4,493</u>	<u>-</u>	<u>-</u>
	<u>\$ 510,341</u>	<u>\$ 457,117</u>	<u>\$ 53,224</u>	<u>\$ 61,344</u>

Amortization provided for in the current period totalled \$13,869 (2016 - \$14,217).

RADIO CKUT
 NOTES TO THE FINANCIAL STATEMENTS
 May 31, 2017

5.	ACCOUNTS PAYABLE AND ACCRUED CHARGES	<u>2 0 1 7</u>	<u>2 0 1 6</u>
	Accrued charges	\$ 1,509	\$ 4,143
	Salaries payable	9,720	13,200
	Government remittances	<u>7,236</u>	<u>-</u>
		\$ <u>18,465</u>	\$ <u>17,343</u>

6. LINES OF CREDIT

The organization has the use of credit facilities on credit cards totalling \$20,500 of which \$19,000 bears interest at the rate of 11.2% per annum and \$1,500 bears interest at the rate of 19.9% per annum.

7. INTERNALLY RESTRICTED NET ASSETS

The board of directors passed a resolution in May 1991 whereby any excess of revenues over expenses would be restricted to investment in property and equipment.

8. FINANCIAL INSTRUMENTS

Risks and concentrations

The organization is exposed to various risks through its financial instruments. The following analysis provides a measure of the organization's risk exposure and concentrations at the balance sheet date, i.e. May 31, 2017.

Liquidity risk

Liquidity risk is the risk that the organization will encounter difficulty in meeting obligations associated with financial liabilities. The organization is exposed to this risk mainly in respect of its accounts payable and accrued charges and its deferred revenues.

Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The organization's main credit risks relate to its accounts receivable.

RADIO CKUT
NOTES TO THE FINANCIAL STATEMENTS
May 31, 2017

9. COMMITMENTS

The organization is committed to pay rent under the following lease agreements:

Office premises - the lease for office premises is for a term of 5 years expiring May 31, 2022. The minimum lease payments for the next five years are as follows: 2018 - \$ 49,697; 2019 - \$ 51,188; 2020 - \$ 52,724; 2021 - \$ 54,305 and 2022 - \$ 55,934.

Broadcast tower - the lease for the broadcast tower is for a term of 9 years expiring December 31, 2017 with an annual rent of \$17,000 starting September 1, 2008 and operating costs of \$6,198 starting January 1, 2008, both subject to annual adjustments.

Transmitter - the term of the lease for the transmitter remains in effect for a period expiring December 31, 2017 with a 5 year renewal option. The minimum annual lease payments are \$17,216.

10. REFERENDUM

A referendum to fund Radio CKUT operations shall be conducted at least once every five years. The next referendum is due in 2021. In the event that Radio CKUT were to lose a referendum, student fees would immediately cease to be collected and transferred to the station. Should a referendum fail, Radio CKUT would need to immediately implement an austerity plan which would involve staffing cuts, seek new quarters to house the station as the current premises are leased from McGill, renegotiate the CRTC license assuming community affiliation only, and seek other sources of funding to replace some/all of what would be lost.

Service Club Insurance Program



DECLARATIONS PAGE

BROKER	THE MAGNES GROUP INC.							POLICY N°	DSC16-015
NAME AND ADDRESS OF INSURED	RADIO CKUT 3647 UNIVERSITY, MONTREAL, QC H3A 2B3						BUSINESS TYPE	<input type="checkbox"/> New business <input checked="" type="checkbox"/> Renewal	
POLICY PERIOD	From	Day	Month	Year	To	Day	Month	Year	12:01 Standard Time at the address of the Insured as stated above
		15	03	2017		15	03	2018	
LOCATION OF RISK	As Agreed								
OPERATIONS	By insured: Non Profit Organization								
ADDITIONAL INSURED	ADDITIONAL INSURED AS LISTED IN ATTACHED SCHEDULE. CROSS LIABILITY CLAUSE AND 30 DAYS NOTICE OF CANCELLATION INCLUDED.								
LOSS PAYEES	LOSS, IF ANY, PAYABLE TO: (THE ABSENCE OF AN ENTRY DENOTES LOSS PAYABLE TO INSURED). N/A								

In consideration of the payment of premium, and subject to all terms and conditions of this policy, the Insurer will indemnify the Insured for only those coverages for which a form number and a specific amount of insurance are stated.

Form #	Edition	Section	Coverages	Retention	Limit (\$)	Premium	
PRV201A	06/13	D	NON PROFIT D&O LIABILITY DIRECTORS, OFFICERS & CORPORATE LIABILITY EMPLOYMENT PRACTICES LIABILITY FIDUCIARY LIABILITY OUTSIDE EXECUTIVE LIABILITY	\$1,000	\$1,000,000	INCL	
PRIVATUS	(03/15)		PRIVATUS ENDORSEMENT			INCL	
PRIVATUS AD&D ENDT	(02/14)		AD&D BENEFIT -OPTION 2(101-200) INSURED PERSON AGGREGATE MAXIMUM		\$100,000 \$2,500,000	INCL	
Form #	Edition	Section	Coverages	Co-Insurance	Deductible	Limit (\$)	Premium
GUA0107-001-CAN	(04/10)	A	PROPERTY CONTENTS OF EVERY DESCRIPTION REPLACEMENT COST EXTENSIONS OF COVERAGE SEWER BACK-UP EARTHQUAKE FLOOD	90%	\$1,000 \$2,500 5% OR \$10,000 \$10,000	\$150,000 SAME AS COED SAME AS COED	INCL
P0107-001-CAN-006	(12/09)	B	CRIME EMPLOYEE DISHONESTY - FORM A LOSS INSIDE THE PREMISES COVERAGE LOSS OUTSIDE THE PREMISES COVERAGE MONEY ORDERS & COUNTERFEIT PAPER CURRENCY COVERAGE DEPOSITORS FORGERY COVERAGE		\$1,000 \$1,000 \$1,000 \$1,000 \$1,000	\$25,000 \$10,000 \$10,000 \$10,000 \$10,000	INCL
CGL0709	(02/10)	C	COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE PRODUCTS & COMPLETED OPERATIONS AGGREGATE GENERAL AGGREGATE COMBINED AGGREGATE EMPLOYEE BENEFITS LIABILITY EMPLOYERS LIABILITY LEGAL LIABILITY FOR HIRED AUTOMOBILES (SEF NO 94) MEDICAL EXPENSES • Per Person • Per Accident NON OWNED AUTOMOBILE NON ACCUMULATION OF LIABILITY TENANT'S LEGAL LIABILITY		\$1,000	\$2,000,000 \$1,000,000 \$2,000,000 NOT APPLICABLE \$1,000,000 \$1,000,000 \$75,000 \$10,000 \$25,000 \$1,000,000 INCL \$1,000,000	INCL

**SERVICE CLUB INSURANCE PROGRAM
SUMMARY OF EXTENSION OF COVERAGES**

When property coverage is purchased, this policy includes the following extensions of coverage. These extensions of coverage will not increase the policy limit of liability and are subject to the applicable sub-limit listed below and the Policy provisions, including applicable exclusions and deductibles.

Accounts Receivable	\$	Included
Automatic Fire Suppression System Recharge	\$	Included
Brands and Labels	\$	Included
Debris Removal	\$	Included
Demolition and Increased Cost of Construction	\$	Included
Earthquake		as per limit on Declaration Page
Electronic Data Processing Equipment & Media & Programs Breakdown	\$	25,000
Expediting Expenses	\$	Included
Fine Arts	\$	Included
Fire Extinguishing Service Charge	\$	Included
Flood		as per limit on Declaration Page
Growing Plants, Trees, Shrubs or Flowers	\$	Included
Limited Cover for Mould & Fungi	\$	Included
Master Keys	\$	Included
Miscellaneous Unnamed Locations	\$	Included
Newly Acquired Property	\$	Included
Personal Property of Officers and Employees of the Insured	\$	Included
Pollutant Cleanup and Removal	\$	Included
Professional Fees	\$	Included
Property in the Course of Construction	\$	Included
Property in Transit	\$	Included
Salesman's Samples	\$	Included
Service Interruption	\$	Included
Unintentional Errors or Omissions	\$	Included
Valuable Papers and Records	\$	Included

This policy also includes the following coverages and terms and conditions. The coverage will not increase the policy limit of liability and are subject to the applicable sub-limit listed below and the Policy provisions, including applicable exclusions and deductibles.

Business Interruption		
Extra Expense	\$	Included
Rental Value		
Leasehold Interest		
Time Element General Conditions	\$	Included
Time Element Extensions of Coverage	\$	Included
• Civil Authority		
• Contingent Business Interruption		
• Ingress and Egress		
• Ordinary Payroll		
• Research and Development		
• Service Interruption		

SERVICE CLUB INSURANCE PROGRAM
SCHEDULE OF ADDITIONAL INSUREDS attached to and forming part of Section "C" and Policy No.: DSC16-015

It is hereby understood and agreed that the following are added as Additional Insured(s) with respect to liability arising out of the operations of the named insured:

In absence of any names listed, it is understood there are no additional insureds on this policy.

By acceptance of this policy, the Named Insured agrees that the statements in the Declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Insurer or any of its agents relating to this insurance.

By the acceptance of this policy, the Insured acknowledges the cancellation from the effective date of this policy, of any policy (or the renewal thereof) which is stated overleaf as replaced.

No term or condition of this policy shall be deemed to be waived by the Insurer in whole or in part unless the waiver is clearly expressed in writing, signed by the person(s) authorized for that purpose by the Insurer.

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of the policy by any act relating to the appraisal of the amount of loss or to the investigation or adjustment of any claim under the policy.

STANDARD MORTGAGE CLAUSE
(approved by The Insurance Bureau of Canada)

IT IS HEREBY PROVIDED AND AGREED THAT:

1. BREACH OF CONDITIONS by MORTGAGOR, OWNER OR OCCUPANT

This insurance and every documented renewal thereof - AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN - is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk;

PROVIDED ALWAYS that the Mortgagee shall promptly notify the Insurer (if known) of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it; and that every increase of risk (not permitted by the policy) shall be paid for by the Mortgagee - on reasonable demand - from the date such risk existed, according to the established scale of rates for the acceptance of such increased risk, during the continuance of this insurance.

2. RIGHT OF SUBROGATION

Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that - as to the Mortgagor or Owner - no liability therefor existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

3. OTHER INSURANCE

If there be other valid and collectible insurance upon the property with loss payable to the Mortgagee - at law or in equity - then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.

4. WHO MAY GIVE PROOF OF LOSS

In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.

5. COVERAGE PERIOD

The term of this Mortgage Clause coincides with the term of the policy;

CANCELLATION OR AMENDMENT

PROVIDED ALWAYS that the Insurer reserves the right to cancel the policy as provided by Article 2477 of the Civil Code of Quebec, but agrees that the Insurer will neither cancel nor amend the policy to the prejudice of the Mortgagee without 15 days' notice to the Mortgagee by registered letter.

6. TRANSFER OF TITLE

Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.

SUBJECT TO THE TERMS OF THIS MORTGAGE CLAUSE (and these shall supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this policy is made payable to the Mortgagee.

TERMINATION

Policy N° :

Date of termination:

DAY	MONTH	YEAR

In consideration of \$ _____, which is the return premium and which I acknowledge receiving, this Policy and Renewal Certificates are terminated and returned to the Company.

How Terminated - Short Rate Insured: _____
 - Pro Rata

Quote new Policy N° if replaced: _____ Mortgagee or Loss Payee _____



McGill

MEMORANDUM

Office of Student Life and Learning
James Administration Building, Room 621
Tel: 514.398.3109

TO: CKUT Board of Directors

C.C.: Mary Jo McCullogh, Director, Student Accounts

FROM: Ollivier Dyens, Deputy Provost (Student Life & Learning)

DATE: November 18, 2016

SUBJECT: CKUT existence referendum

This will certify that McGill graduate and undergraduate students approved by a referendum held October 2016 to support of CKUT continuing as a recognized student activity supported by student fees at the current rate. The fee is opt-outable and is in effect from winter 2017 up to and including fall 2022.

A copy of the referendum question and results are attached.

By copy of this memo, I am asking the Student Accounts office to continue implementing this fee.



3647 rue. UNIVERSITÉ MONTRÉAL QC H3A 2B3
TÉLÉPHONE: 514.448.4041 STUDIO 448-4013
EMAIL: elections@ckut.ca WEB: <http://ckut.ca>

Mr. Jon Nordland
Ms. Mary-Jo McCullogh

Student Accounts
Office of the Deputy Provost – Student Life & Learning
845 Sherbrooke Street West
Montreal, Quebec H3A 0G4

07-11-2016

Re: CKUT Fee Levy Referendum

I am writing to you on behalf of the CKUT to inform you of the results of the recent fee levy renewal referendum. As per the Memorandum of Agreement between the CKUT and McGill University, CKUT conducted an existence referendum, with voting running between the 21st and 26th of October (2016) using McGill's Omnivox online voting system. Nominations, Campaigning, and Polling were conducted in line with CKUT's bylaws, and referendum policies. Student CKUT members, which includes all undergraduate, and graduate students (excluding post-doctoral fellows) based on the downtown campus, were posed the below question, which you provided us with. Voters were alerted of the ballot via four emails sent to their McGill email during the campaign and voting period.

Turnout: 3063 (11.43 percent) of electors voted in this ballot of 26 797 eligible voters.

CKUT Fee Renewal

Do you support CKUT continuing as a recognized student activity supported by student fees with the understanding that a majority "no" vote will result in the termination of student fees to CKUT?

Est-ce que vous êtes d'accord de supporter la radio CKUT comme une activité étudiante reconnue et soutenue par les frais étudiants - tout en comprenant qu'un vote « non » majoritaire résultera en termination de frais étudiants (premier et deuxième cycle) pour la Radio CKUT?

Yes: 2611 (85.2 percent)

No: 452 (14.8 percent)

Renewal Approved

With no contestations filed during the ten day contestation period, CKUT members have formally agreed to renew the opt-outable CKUT membership fee applied to undergraduate and graduate students (excluding post-doctoral fellows), based on the downtown campus. We formally request that McGill continue to apply the CKUT fee to our members for the previously determined duration of this fee.

Attached you will find the proof of results provided by the Omnivox system.

Thank you Kindly,



Colby Briggs
CKUT Chief Electoral Officer
Elections@CKUT.ca

I certify these results, and consent to the fee changes on behalf the CKUT

x Jamara Filyavich

Title CKUT Radio Secretary of the Board of Directors

Date 7-11-16



Final results

CKUT Fee Levy Referendum

Consultation done via Omnivox
from October 21, 2016 at 09:00 to October 26, 2016 at 17:00

3063 respondents



Consultation done via Omnivox
 CKUT Fee Levy Referendum
 from October 21, 2016 at 09:00 to October 26, 2016 at 17:00
 3063 respondents - Final results

CKUT Fee Levy Referendum

This consultation was conducted via Omnivox from October 21, 2016 at 09:00 until October 26, 2016 at 17:00. 3063 respondents participated.

Results

Question 1

(français ci-dessous - pour voir le préambule français, merci de visiter <http://funding.ckut.ca/>)

Preamble:

WHEREAS McGill University has had a radio station since 1966, which received a licence from the Canadian Radio-television and Telecommunications Commission (CRTC) to broadcast on the FM dial at 90.3FM in 1987.

WHEREAS CKUT provides unique programming 24/7 on the FM dial and on the web at www.ckut.ca produced by community and student members of CKUT.

WHEREAS CKUT provides McGill students with news, music and arts & culture programming, radio training, podcast production, journalism experience, internships, employment, with many student members going on to successful careers in journalism;

WHEREAS CKUT employs McGill students and has student representation on its Board of Directors, Steering and Programming Committees and provides internships and research opportunities for student members related to their academic fields;

WHEREAS CKUT provides publishing and distribution platform for McGill student research by making research thesis available to local and international audiences through various media: research podcasts, on air programming, social media and other channels.

WHEREAS CKUT engages with the Montreal community, sponsoring various cultural events, festivals and promoting emerging artists and grassroots initiatives proving an important link between the McGill University campus and the Montreal community at large.

WHEREAS any students may opt-out of CKUT's fees should they choose to not support the station in any given semester.

WHEREAS the majority no vote will result in a 54% reduction to CKUT's operating budget and consequently make its services to students and its existence on the FM dial impossible.

WHEREAS CKUT has consistently been voted the #1 radio station in consecutive Cult Montreal's Best Of Montreal polls.

Question:

Do you support CKUT continuing as a recognized student activity supported by student fees with the

understanding that a majority "no" vote will result in the termination of student fees to CKUT?

Est-ce que vous êtes d'accord de supporter la radio CKUT comme une activité étudiante reconnue et soutenue par les frais étudiants - tout en comprenant qu'un vote « non » majoritaire résultera en termination de frais étudiants (premier et deuxième cycle) pour la Radio CKUT?

1. Yes - Oui
2. No - Non

Answers received

	Total
1. Yes - Oui	2611 (85,2%)
2. No - Non	452 (14,8%)
Total	3063 (100,0%)

Methodology

This consultation was conducted via Omnivox from October 21, 2016 at 09:00 until October 26, 2016 at 17:00. 3063 respondents participated.

Target audience

- Some specific employees are also allowed to participate in this consultation.
To obtain the list of these employees, consult the "Parameters" section of the consultation.

Parameters of the consultation

- Voting mode: the results are not available until the end of the consultation.
- Anonymous mode: every participation ballot is numbered and may be printed (PDF format or paper) but the participation ballots do not include the identity of the participants.
- Consultation done via Internet (3063 participations received).



McGill

Memorandum

Secretariat

845 Sherbrooke Street West, Room 313
Montreal, Quebec H3A 0G4
Tel.: (514) 398-3948 / Fax: (514) 398-4758

Date: January 29, 2018

To: Professor Ollivier Dyens, Deputy-Provost (Student Life and Learning)

From: Ms. Edyta Rogowska, Secretary-General

Subject: MEMORANDUM OF AGREEMENT FOR RADIO CKUT [ED17-22]

At its meeting of January 29, 2018, the Executive Committee of the Board of Governors, on the recommendation of the Deputy Provost (Student Life and Learning), approved the Memorandum of Agreement between McGill University and CKUT McGill.

The Executive Committee of the Board of Governors also authorized the Deputy Provost (Student Life and Learning) to sign the said Memorandum of Agreement.