MEMORANDUM OF AGREEMENT

BETWEEN

McGill UNIVERSITY

AND

DAILY PUBLICATIONS SOCIETY INC.
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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

DAILY PUBLICATIONS SOCIETY INC., a corporation duly incorporated under Part II of the Canada Corporations Act, having a place of business at 3480 McTavish, Montreal, QC H3A 1X9 

(hereinafter referred to as "the DPS")

WHEREAS the DPS publishes the student newspapers known as THE McGILL DAILY and LE DÉLIT (hereinafter referred to as “The Daily” or “the newspapers”);

WHEREAS THE McGILL DAILY has been published and has been an integral part of the McGill University student life since 1911;

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

WHEREAS the undergraduate and graduate student members of DPS affirmed continued support of the DPS as a student activity (as appears from the letter from the Deputy Provost (Student Life and Learning) included in Appendix C);

WHEREAS, on the basis of said referendum, the Board of Governors of McGill University approved the collection of fees from members of the DPS for said purposes;

WHEREAS was incorporated on 1981 by letters patent under Part II of the Canada Corporations Act, and registered in Quebec under N.E.Q 1142451450; and

WHEREAS the University and the DPS entered into an agreement for the period 2008-2013 in respect of various matters including the assessment and collection of fees from students and wish to enter into a new agreement, in replacement of the previous agreement,

NOW THEREFORE, THE PRESENT AGREEMENT WITNESSES:

1. COLLECTION OF 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 duly registered at the University (the "DPS
Fees"). Students governed by the constitution of the Macdonald College Students' Society and students governed by the constitution of the McGill Association of Continuing Education Students shall not be assessed DPS Fees, and "additional session" students registered in the Faculty of Graduate Studies and Research shall be assessed only one half of the full fee. Such fees to be used by the DPS for its operating expenses and the support of the DPS. The current DPS Fee Schedule appears as Appendix A hereto.

1.2 The DPS Fees shall be included in the total student fee assessed by the University in respect of students and all University regulations pertaining to the assessment and collection of fees shall apply thereto.

1.3 The distribution of the DPS fees shall be as follows:

i. The first distribution of the DPS Fees shall be paid to the DPS on September 15 and shall reflect fee assessments from June 1 to August 31st.

ii. The second distribution of the DPS 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.

iii. The third distribution of the DPS 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.

iv. The final distribution of DPS Fees shall be paid on June 15 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 DPS 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. The University shall provide the DPS with information on the level of bad debt resulting from its members. Should the new Banner System allow the University to determine more accurately the cost of bad debts, the University shall revise the 1 % cost under this agreement, to a maximum of 1%.

1.5 The DPS shall deposit funds in an external account maintained by the DPS for its exclusive use. Upon prior written agreement of the parties, the DPS may have certain funds credited to an internal account of the University for the exclusive use of the DPS in order to cover all University expenses and services made or performed on behalf of and authorized by the DPS.

1.6 No adjustments to the DPS 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 the DPS constitution for fee adjustment, the University and applicable law have been followed.

1.7 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.
1.8 As soon as possible, but no later than three (3) calendar weeks prior to the date of any referendum, DPS 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, DPS shall modify or withdraw the question.

2. **ACCOUNTING SERVICES**

2.1 The University shall provide certain services to the DPS 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 on Minerva 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 the DPS membership on a scheduled basis; weekly in August/September and monthly the remaining months.

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

The email address of the DPS authorized contact: chair@dailypublications.org and ads@dailypublications.org.

2.2 Should the DPS 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 will 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 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 the DPS, the University reserves the right to charge the DPS 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 the use of the DPS or from the fees collected by the University for the DPS without the DPS' prior written approval, unless exercised as a remedy pursuant to article 8.1 hereto. DPS shall pay the University to cover all University expenses and services made or performed on behalf of DPS with 30 days of notice.
3. **LOANS AND GRANTS**

The DPS 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 at the sole discretion of the University.

4. **INSURANCE**

4.1 The DPS 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 The DPS shall be solely responsible for obtaining appropriate insurance necessary to conduct its activities, including and without limitation, 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 The DPS shall provide evidence of coverage upon execution of the Agreement and annually thereafter to the McGill Risk Management and Insurance Office. Evidence shall take the form of true copies of the relevant insurance policy or renewal certificate, as the case may be.

4.4 The DPS 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 the DPS, or any act, neglect, omission of the DPS, 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 the DPS shall be maintained in accordance with generally accepted accounting principles consistently applied.

5.2 The DPS shall provide the Deputy Provost (Student Life and Learning) with a copy of its annual audited financial statements within 150 calendar days of each financial year-end. The DPS' financial year-end is April 30.

5.3 Upon reasonable notice from the University and upon reasonable cause, the DPS shall make available for audit at no cost to the DPS all documents relating to:

   (a) current contracts and expenditures;
   (b) projected contracts and expenditures; and
   (c) books, records and accounts.

5.4 The DPS shall engage the services of a reputable auditing firm or chartered accountant in good standing with the Order of Chartered Accountants of Québec to prepare the DPS's annual financial statement. The DPS shall advise the University of the name of the auditing firm or chartered accountant. The University shall notify DPS 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 The DPS 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*.

6.2 On a nonexclusive basis and solely in connection with its activities related to its role in accordance with this Agreement, the University hereby grants the DPS the right to use the word "McGill" in the name of its publication "The McGill Daily". The present grant is not assignable. The approved name and logo of the DPS publications appear in Appendix C. Any changes shall be submitted in advance to the Deputy Provost (Student Life and Learning) for approval.

6.3 The University’s name, trademarks and emblems may not be used in connection with the DPS name or in any way integrated, with DPS name, logo and emblems which shall be distinct from those of the University.

6.4 For event-specific permission to use the name, emblems or trademarks of the University, DPS 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.

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 The DPS 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 the DPS, be required to pay any of the charges, costs, expenses, debts and claims which are by these presents to be borne exclusively by the DPS, or should the DPS 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 the DPS hereunder. But the University may not seize nor withhold funds from the DPS without proceeding in accordance with the conditions set out in 8.2 herein and in section 12 of this Agreement.

8.2 In accordance with the present Agreement:

a) The University must provide the DPS with a written notice of the charges, costs, expenses, debts and claims providing complete details and documents relating thereto.

b) The DPS shall have thirty (30) working days (or 90 calendar days between period May 1 and August 31) 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 the DPS as soon as possible within the same budget year (defined as the period May 1 to April 30) of any charges, costs, expenses, debts and claims on the part of the DPS under this clause.

9. **LIQUOR PERMITS**

The DPS shall apply for and maintain in its name necessary liquor permits for any event, it and any of its clubs or groups may hold from time to time for its own purposes.

9.1 The DPS recognizes and reaffirms its commitment to respect article 39 of the *Quebec Act Respecting Liquor Permits (chapter P-9.1)* that specifies the DPS may only hold only reunion class liquor permits (as defined in article 33) for events held within University buildings or anywhere on University property. The hosting of such events is subject to prior express approval of the University and such other conditions as set from time to time.

9.2 The DPS shall exercise its permits in accordance with all laws, municipal and government regulations and well as all internal requirements and policies of the University and appropriate standards of conduct, that include, but are not limited to those relating to:

(a) hosting on campus events only in approved University locations;

(b) advertising these campus events, and the cost of alcohol, in accordance with the law;

(c) purchasing, storing (as applicable) and serving the alcoholic beverages at these events in accordance with the law;

(d) adhering to all requirements with respect to building, fire, security and room capacity.

9.3 The DPS shall hold harmless the University for any and all claims, fees or fines arising from its exercise or omission to exercise its rights and duties under such permits and as host of these events.
10. CONTENT AND CIRCULATION OF THE DPS PUBLICATIONS

10.1 The DPS shall publish, in paper and electronic form, a newspaper oriented toward general student readership using the name: THE Mcgill DAILY and LE DÉLIT ("the Publications").

10.2 The DPS shall display on the title page of the Publications, the DPS logo and the name of the Publication with the following notice appearing immediately below the Publication’s name:

_Published by the Daily Publications Society, a student society of McGill University_

The Publications shall also contain the following notice on its masthead in at least 9-point font:

_Published by the Daily Publications Society, a student society of McGill University. The content of this publication is the sole responsibility of the Daily Publications Society and does not necessarily represent the views of McGill University._

A copy of the Publication’s title page with the approved logo appears in Appendix D

10.3 The Publications shall not display the McGill name, crest or logo in its masthead.

10.4 The editorial, reporting and advertising content of THE Mcgill Daily and LE DÉLIT FRANÇAIS is the sole and exclusive responsibility of the DPS. For greater certainty, the University shall not be responsible or liable for the editorial, reporting or advertising content of THE Mcgill Daily and LE DÉLIT saving however, the cost of any advertising which the University places.

10.5 The parties acknowledge the independence of the DPS. With regard to the content of its publications, the University shall respect the principals of freedom of the press, speech and expression exercised by the DPS, its officers and staff. The University shall inform the DPS by notice to the Chairperson of the Board or any available director should the Chairperson not be available, of any dispute, conflict or complaint which may arise from the content of the DPS publications.

10.6 The DPS is responsible for the distribution of the Publications, without charge to its members.

10.7 The distribution of the Publications shall be limited to the Montreal campus of the University. The method of distribution shall be by leaving copies of the Publications at defined locations in the buildings thereon, as agreed between the DPS and the University. The list of Approved Locations on the downtown campus appears as Appendix D. No changes shall be made to this list without the approval and authorization of the Deputy Provost (Student Life and Learning).

10.8 Notwithstanding section 10.5, and subject to the University's rights in article 6, off campus distribution of the Publication is permitted to those Approved Locations appearing in Appendix E under the following conditions:
1. no off campus distribution in any other building is permitted without prior written permission of the authorized building manager;
2. all requests are subject to final authorization from the Deputy Provost (Student Life and Learning), which shall not be unreasonably withheld;
3. authorization of the Deputy Provost (Student Life and Learning) for any location is revocable upon demand of the building manager or the Deputy Provost (Student Life and Learning);
4. in no circumstances shall off campus distribution be permitted in public places including sidewalk boxes;

10.9 The frequency of publication and the number of copies of the Publications printed for distribution shall be determined by the DPS, it being understood, however that during the academic year, the Publications will be published approximately 45 times during the academic year with sufficient quantities to provide reasonably for the availability of the newspaper to McGill students.

10.10 Notwithstanding the generality of the foregoing, the permission granted to the Association under this Agreement does not extend to the distribution of commercial flyers and advertisements for third parties; either placed loosely within the Publication or distributed with the Publication (whether or not placed on the newsstands), which is strictly prohibited

11. REPRESENTATIONS OF THE DPS

11.1 The DPS represents, warrants and covenants that:

11.1.1 the charter documents, constitution and by-laws of the DPS remitted to the University concurrently with the execution of the present Agreement and which appear as Appendix C constitute the entirety of the corporation’s documents and are provided for reference purposes. The Parties agree that no clause in the Constitution or By-laws shall modify or supersede this Agreement.

11.1.2 a referendum of the DPS members has been duly held in accordance with its constitution approving the existing DPS Fees and such referendum continues to bind the DPS and its members;

11.1.3 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;

11.1.4 it is and shall maintain its status as a corporation under Part II of the Canada Corporations Act and under Part III of the Companies Act (Quebec) whose membership requirements are stated in the DPS’ Constitution as follows:

All students registered at McGill University shall be members of the DPS except the following:
- Students governed by the constitution of the Macdonald College Students Society, unless and until they choose to join the DPS and take
appropriate measures to do so;
- Graduate Students who are non-resident students or who are full-time members of the teaching staff unless and until they choose to join the DPS and take appropriate measures to do so;
- Students registered only on the Centre for Continuing Education, unless and until they choose to join the DPS and take appropriate measures to do so.

Nobody can be a member of the DPS who is not a student of McGill University. Once an individual is no longer a student of McGill University her/his membership in the DPS is automatically withdrawn.

11.1.5 all regularly registered students on the downtown campus at the University are entitled to membership, but no member may act as Director or Officer of the DPS while subject to any disciplinary measure under the Handbook of Students Rights and Responsibilities that has the effect of removing the student status.

11.1.6 all financial records, books and accounts of the DPS shall be maintained in accordance with generally accepted accounting principles consistently applied.

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

i. DPS’s Annual Declaration of Incorporation as proof that the Association has maintained its incorporated status;

ii. a copy of DPS’s annual Audited Financial Statements prepared in accordance with Article 5 herein;

iii. a copy of the annual Certificate of Insurance obtained in accordance with Article 4 herein;

iv. any changes to the documents remitted to the University concurrently with the execution of the present Agreement, within 30 days of the change.

12. **EVENT OF DEFAULT**

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

12.1.1 when either the DPS or the University breaches a term or condition of the present agreement or of any other written agreement between the DPS and the University;

12.1.2 when the DPS violates its charter, constitution or by-laws, or any duly approved regulations, rules or policies of the University some of which appear at [www.mcgill.ca](http://www.mcgill.ca) and in particular those in the University Administrative Handbook located at [http://www.mcgill.ca/adminhandbook/](http://www.mcgill.ca/adminhandbook/);

12.1.3 when an audit reveals irregularities in the management or administration of the books, financial records, accounts or corporate affairs of the DPS;

12.1.4 when the DPS 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 the DPS or any part thereof.
12.2 In the event of default, the defaulting party shall be entitled to written notice of default and upon receipt of such notice, shall have 30 working days (or 60 calendar days between period May 1 and August 31) within which to remedy such default.

12.3 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 12.2. Such notice shall suspend the delay granted to remedy the default referred to in Section 12.2.

12.4 Submission to arbitration shall be made in accordance with the provisions of the Quebec Code of Civil Procedures (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.

12.5 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 the Chair of the Board of Directors of the DPS 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.

13. **REMEDIES**

13.1 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.

13.2 Upon the confirmation of the occurrence of an event of default by the DPS, in accordance with Section 12, all funds for the accounts of the DPS 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 University representatives, two DPS 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 the DPS has been restructured and reinstated.

13.3 It is expressly agreed that such resiliation shall be in addition and without prejudice to all other rights as provided by law or herein.

14. **LOCATION**

14.1 The DPS shall locate its principal premises on or about the Montreal campus of the University.

14.2 In accordance with a lease agreement entered into with the SSMU, the DPS is located at 3480 McTavish, Montreal, QC H3A 1X9.
15. **TELEPHONE, MAIL AND E-MAIL**

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

15.1 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.

15.2 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.

15.3 to use the University's e-mail system subject to the DPS, its employees, officers and volunteers, respecting University policies including but not limited to the Code of Conduct for Users of the McGill Computing System.

15.4 to use the University's mailing system, including internal delivery. The DPS 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.

15.5 Subject to the conditions set out in Article 6, 10.1 and 10.2; the University grants the DPS the right to use "McGill" within its domain [www.mcgilldaily.com](http://www.mcgilldaily.com), its own independent interactive website.

15.6 The DPS 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 the DPS has used any system in a manner contravening McGill policy. The University shall provide the DPS with such reasonable notice, as deemed to be appropriate, prior to revoking any of these systems.

16. **STAFF STATUS**

All staff hired by the DPS shall have exclusive DPS employment status. The working conditions, including payroll, of the DPS’ staff shall be determined solely by the DPS. Any dispute arising between the DPS and its staff shall be the sole responsibility of the DPS.

17. **TERM AND REVIEW**

17.1 The term of the present agreement is five (5) years beginning on **June 1, 2013** and ending on **May 31, 2018**.

17.2 Renewal of this agreement shall be subject to confirmation of continued support for DPS as a recognized student activity supported by student fees. In fall 2017, DPS shall conduct a referendum of its members asking the following question:

*Do you support the DPS continuing as a recognized student organization supported by student fees with the understanding that a majority "no" vote will result in the termination of [undergraduate] [graduate] student fees to the DPS?*
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 by the present Agreement shall be given to the University at its above-mentioned address to the attention of the Deputy Provost (Student Life and Learning), and to the DPS to the attention of its Chair of the Board or any available member of the Board should the Chair not be available.

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 soit rédigés dans la langue anglaise.*

**AND THE PARTIES HAVE SIGNED:**

**DAILY PUBLICATIONS SOCIETY INC.**

Per: [Signature]  
Benjamin Elgie  
Chair, Board of Directors  

Per: [Signature]  
Lola Duffort,  
Interim President, Board of Directors  

Per: [Signature]  
Professor Morton Mendelson  
Deputy Provost (Student Life and Learning)  

13/05/13 date

13/5/13 date
APPENDIX A

DPS Fee Schedule
in accordance with Section 1 of this Agreement

DPS Fee Schedule for Year 2013-2014

Undergraduate Students on the Downtown Campus
(excluding Continuing Education students) $6.00 per term

Graduate Students on the Downtown Campus
(excluding students classified as non-residents)
Full-time, Part-time, Half-Time $3.35
Additional Session/Non-thesis Extension/Thesis Evaluation Term 1.68

Note: Graduate Medicine and Graduate Dentistry students are excluded from the fee.
APPENDIX B

Annual Administrative Fee Schedule
in accordance with Section 2 of this Agreement

Administrative Fee

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APPENDIX C

Charter documents, Constitution and By-laws of the DPS
in accordance with Section 10 of this Agreement
TO: Sheehan Moore, Chair, Daily Publications Society Board of Directors

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

FROM: Morton J. Mendelson, Deputy Provost (Student Life & Learning)

DATE: April 15, 2013

SUBJECT: DPS Fee

This will certify that DPS members approved, by a referendum conducted by Elections DPS in Winter 2013, to continue contributing $6.00 per undergraduate student and $3.35 per graduate student ($1.68 for additional session/ non-thesis extension/thesis evaluation term) per term in support of DPS (excluding those in the School of Continuing Studies, Graduate Medicine and Dentistry and Macdonald campus students). This fee is not opt-outable.

A copy of the referendum results is attached.

By copy of this memo, I am asking the Student Accounts office to continue charging this fee.
February 4, 2013

Daily Publications Society Existence Referendum: Results

The Question
Do you support The McGill Daily and Le Délit continuing as a recognized student activity supported by student fees, with the understanding that a majority “no” vote will result in the termination of undergraduate and graduate student fees for The McGill Daily and Le Délit?

Quorum Stipulations
“Quorum for a campus-wide referendum vote is five (5) percent of members of the DPS” (Constitution, Art 17.3).

Number of members as of January 2013: 27,606
Quorum Requirement: 1381 votes

The Results
Number of total votes cast: 5202 (18.84% of membership)

Questions Answered: 4940 (94.96% of votes)
Abstentions: 262 (5.04% of votes)

Yes: 3763 (76.17%)
No: 1177 (23.83%)

Faraz Alidina, Chief Electoral Officer
elections@dailypublications.org
www.dailypublications.org/elections/
Considérant que la Société des Publications du Daily est une organisation étudiante indépendante et à but non lucratif, qui publie Le Délit et The McGill Daily;

Considérant que Le Délit est le seul journal étudiant francophone de McGill;

Considérant que The McGill Daily et Le Délit ont offert, respectivement depuis 100 ans et 35 ans, un espace aux étudiants pour qu’ils puissent exprimer leurs opinions et être informés des événements importants du campus;

Considérant que tous les étudiants inscrits au campus du centre-ville, sauf les étudiants inscrits à l’École d'éducation permanente et les étudiants de deuxième cycle en médecine et dentisterie, sont membres de la SPD;

Considérant que la SPD organise des assemblées générales annuelles au printemps, auxquelles tous les membres de la SPD peuvent proposer des changements à la société et à la constitution et poser des questions concernant les deux publications;

Considérant que les deux journaux accueillent les contributions écrites et artistiques de toute la communauté mcgilloise;

Considérant qu’aucune expérience précédente n’est nécessaire afin de participer aux deux journaux;

Considérant que McGill n’offre pas de programme de journalisme et que The McGill Daily et Le Délit offrent un environnement d’apprentissage journalistique, l’exposition et la formation aux logiciels d’édition et de production et une semaine annuelle de journalisme, et que tous peuvent - et ont conduit - à des offres d’emploi;

Considérant qu’une presse libre et critique est essentielle à une communauté étudiante active et à une saine démocratie;

Considérant que les deux journaux survivent grâce aux frais obligatoire de la SPD de 6 dollars par étudiants de premier cycle par session et de 3,35 dollars par étudiants de deuxième cycles par session;

Supportez-vous que The McGill Daily et Le Délit continuent d’exister en tant qu’activités étudiantes soutenues par les frais étudiants, en tenant compte qu’une majorité de «non» au vote résulterait en l’annulation des frais accessoires des étudiants de premier cycle et de cycle supérieur pour The McGill Daily et Le Délit?
English Version

Whereas the Daily Publication Society (DPS) is an independent, not-for profit, student-run organization that publishes The McGill Daily and Le Délit;

Whereas Le Délit is McGill’s only French-language student newspaper;

Whereas, for more than 100 years and 35 years respectively, The McGill Daily and Le Délit have provided a forum for students to express their opinions and keep informed of important campus events;

Whereas all registered students on the downtown campus except for students in the School of Continuing Studies, and students in Graduate Medicine and Dentistry are members of the DPS;

Whereas the DPS hosts annual general meetings every Spring, in which any and all DPS members can propose changes to the society or constitution, as well as raise questions about both publications;

Whereas both newspapers welcome writing and artistic contributions from the entire McGill community;

Whereas participation in either newspaper requires no previous experience;

Whereas McGill does not have a journalism program and The McGill Daily and Le Délit provide a journalistic learning environment, exposure and training for design and publishing software, and an annual journalism week, all of which can lead – and have led – to future employment;

Whereas a free and critical press is essential to a vibrant campus society and a healthy democracy;

Whereas both papers are supported by a non-opt outable student DPS fee of $6 per undergraduate student per fall and winter term and $3.35 per graduate student per fall and winter term, without which both papers would cease to exist at McGill;

Do you support The McGill Daily and Le Délit continuing as a recognized student activity supported by student fees, with the understanding that a majority “no” vote will result in the termination of undergraduate and graduate student fees for The McGill Daily and Le Délit?
DAILY PUBLICATIONS SOCIETY
3480 RUE McTavish, Room B-26
Montreal, QC H3A 1X9

Oct 05, 1981

<table>
<thead>
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<th>Date of Incorporation</th>
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<tr>
<td>G</td>
<td>October 05, 1981</td>
<td>Benjamin Elgie</td>
<td>776 4e Avenue, Verdun, QC H4G 2Y4</td>
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<tr>
<td>C</td>
<td></td>
<td>Lola Duffort</td>
<td>5602 Ave du Parc, apt #2, Montreal, QC H2V 4H1</td>
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<td>Anqi Zhang</td>
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<td>4743 Victoria, Montreal, QC H3W 1M9</td>
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<tr>
<td>Jacqueline Brandon</td>
<td>4077 Henri-Julien, Montreal, QC H2W 2K4</td>
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<tr>
<td>Samantha Shier</td>
<td>2 Place Alexis Nihon, Suite 1820, Montreal, QC H3Z 3C2</td>
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Handwritten Signature (Officer or Director)
Fille Hie
Chairperson

Telephone No. - N° de Téléphone
514-398-6790

Date
01 May, 2013

DEPARTMENT ONLY - MINISTÈRE SEULMENT
Date Received - Date de réception
Validation

Key Code - Code clé
Cheque - Chèque
Amount - Montant
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Commercial Insurance - Renewal

Dear Policyholder,

22 Jul 2012

We are pleased to renew your Commercial Insurance Policy. We recommend you review this document carefully to ensure the information shown reflects your current situation. Contact your broker to discuss any questions or changes to your insurance needs.

Together with your broker, we thank you for your continued business.

A convenient way to pay
Rather than paying one lump sum for your policy premium, you can pay in installments and may also have your payments deducted automatically from your bank account.

Interested in learning more? Speak to your broker for further details.
Important Messages

Please see your policy wording for more details. The terms, conditions and exclusions of your policy govern all situations.

Protecting the privacy and confidentiality of your personal information is important to us. Our privacy policy outlines our commitment to you. To view the latest version, please visit our website or call 1-888-877-1710.

Also on our website, in the "About Us" section under Customer Relations, is our code of Consumer Rights and Responsibilities.

At RSA, we take significant steps to be an environmentally responsible insurer. To support this objective we will no longer be sending you policy wording documents at renewal, if there have been no changes to your policy. If there have been revisions to any of the policy wording forms, or if you have added coverage, we have included these wordings in this package. Please retain them for future reference.

Please contact your broker if you have any questions about your insurance.
Rechercher une entreprise au registre

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

Renseignements en date du 2013-05-02 10:48:11

Informations générales

Identification de l'entreprise

| Numéro d'entreprise du Québec (NEQ) | 1142451450 |
| Nom | SOCIETE DE PUBLICATIONS DU DAILY |

Adresse du domicile

| Adresse | B26-3480 rue McTavish Montréal (Québec) H3A1X9 Canada |

Adresse du domicile élu (adresse de correspondance)

| Entreprise | Daly Publicaitons Society |
| Nom | |
| Personne physique | |
| Nom de famille | Shedo |
| Prénom | Boris |
| Adresse | B26-3480 rue McTavish Montréal (Québec) H3A1X9 Canada |

Immatriculation

| Date d'immatriculation | 1995-02-09 00:00:00 |
| Statut | Immatriculée |
| Date d'entrée en vigueur du statut d'immatriculation | 1995-02-09 00:00:00 |
| Date de cessation prévue | Aucune date de cessation n'est prévue. |

Forme juridique

| Type | Association personnifiée |
| Date de formation | 1981-10-05 00:00:00 Constitution |
| Lieu de constitution (province, État, pays) | CANADA |
Régime constitutif  
Régime courant

**Dates des mises à jour**

| Date ce mise à jour de l'état de renseignements | 2013-03-28 11:46:41 |
| Date ce la dernière déclaration de mise à jour annuelle | 2013-03-28 11:48:35 2012 |
| Date ce fin de la période de production de la déclaration de mise à jour annuelle de 2013 | 2013-11-01 00:00:00 |
| Date ce fin de la période de production de la déclaration de mise à jour annuelle de 2012 | 2012-11-01 00:00:00 |

**Faisabilité**

L'entreprise n'est pas en faillite.

**Fusion et scission**

La personne morale n'a fait l'objet d'aucune fusion ou scission.

**Continuation et autre transformation**

La personne morale n'a fait l'objet d'aucune continuation ou autre transformation.

**Liquidation ou dissolution**

L'entreprise ne fait pas l'objet d'une liquidation ou d'une dissolution.

**Activités économiques et nombre de salariés**

**1er secteur d'activité**

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**2e secteur d'activité**

Activité non déclarée

**Nombre de salariés**

Nombre de salariés au Québec Entre 1 et 5

**Actionnaires, administrateurs, dirigeants et fondé de pouvoir**

**Liste des administrateurs**

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<tr>
<th>Nom</th>
<th>Moore, Sheehan</th>
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<tr>
<td>Maccar, Olivia</td>
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<td>Arsèn-O'Malley, Queen</td>
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<td>Güazua, Nicolas</td>
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### Dirigeants non membres du conseil d'administration

**Président**
Il n'y a pas de président.

**Secrétaire**
Il n'y a pas de secrétaire.
Principal dirigeant
Il n'y a pas de principal dirigeant.

Fondé de pouvoir
Il n'y a pas de fondé de pouvoir.

Administrateurs du bien d'autrui
Il n'y a pas d'administrateur du bien d'autrui.

Établissements
Il n'y a aucun établissement.

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

Documents conservés

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<td>2002-09-19 00:00:00</td>
</tr>
<tr>
<td>Déclaration annuelle 2001</td>
<td>2001-09-17 00:00:00</td>
</tr>
<tr>
<td>Déclaration annuelle 2000</td>
<td>2000-11-24 00:00:00</td>
</tr>
<tr>
<td>Déclaration annuelle 1999</td>
<td>2000-11-07 00:00:00</td>
</tr>
<tr>
<td>Avis de défaut</td>
<td>2000-05-25 00:00:00</td>
</tr>
<tr>
<td>Déclaration annuelle 1998</td>
<td>1999-08-24 00:00:00</td>
</tr>
<tr>
<td>Avis de défaut</td>
<td>1999-05-22 00:00:00</td>
</tr>
<tr>
<td>Déclaration annuelle 1997</td>
<td>1997-10-28 00:00:00</td>
</tr>
<tr>
<td>Déclaration annuelle 1996</td>
<td>1997-03-05 00:00:00</td>
</tr>
<tr>
<td>Déclaration annuelle 1995</td>
<td>1996-03-29 00:00:00</td>
</tr>
<tr>
<td>Déclaration d'immatriculation</td>
<td>1995-02-09 00:00:00</td>
</tr>
</tbody>
</table>

Nom et autres noms utilisés au Québec

Date de mise à jour de l'index des noms | 1981-10-05 00:00:00 |
<table>
<thead>
<tr>
<th>Nom</th>
<th>Version(s) du nom dans une autre langue</th>
<th>Date d'entrée en vigueur</th>
<th>Date de fin d'utilisation</th>
<th>Situation</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOCIÉTÉ DE PUBLICATIONS DU DAILY</td>
<td>DAILY PUBLICATIONS SOCIETY</td>
<td>1981-10-05</td>
<td></td>
<td>En vigueur</td>
</tr>
</tbody>
</table>

**Autres noms utilisés au Québec**

<table>
<thead>
<tr>
<th>Autre nom</th>
<th>Version(s) du nom dans une autre langue</th>
<th>Date d'entrée en vigueur</th>
<th>Date de fin d'utilisation</th>
<th>Situation</th>
</tr>
</thead>
</table>

© Gouvernement du Québec
Daily Publications Society
Société de Publication du Daily

Financial Statements
April 30, 2012

RSM Richter Chamberland LLP
Chartered Professional Accountants
Montréal

RSM Richter Chamberland LLP is an independent member firm of RSM International, an affiliation of independent accounting and consulting firms.
Daily Publications Society
Société de Publication du Daily

Financial Statements
April 30, 2012

Contents

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Independent Auditor's Report

To the Members of
Daily Publications Society
Société de Publication du Daily

We have audited the accompanying financial statements of Daily Publications Society / Société de Publication du Daily, which comprise the balance sheet as at April 30, 2012, 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 generally accepted accounting principles, 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 judgment, 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 Daily Publications Society / Société de Publication du Daily as at April 30, 2012, and the results of its operations and its cash flows for the year then ended in accordance with Canadian generally accepted accounting principles.

RSH Richter Chamberland LLP

Chartered Professional Accountants

Montréal, Québec
October 12, 2012

¹CPA auditor, CA, public accountancy permit No. A125399
Daily Publications Society  
Société de Publication du Daily

Balance Sheet  
As at April 30, 2012

<table>
<thead>
<tr>
<th></th>
<th>2012</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>37,551</td>
<td>121,296</td>
</tr>
<tr>
<td>Investments (note 4)</td>
<td>195,765</td>
<td>95,383</td>
</tr>
<tr>
<td>Accounts receivable</td>
<td>29,937</td>
<td>21,717</td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>4,703</td>
<td>4,703</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>267,956</td>
<td>243,099</td>
</tr>
<tr>
<td><strong>Equipment (note 5)</strong></td>
<td>19,631</td>
<td>27,398</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>287,587</td>
<td>270,497</td>
</tr>
</tbody>
</table>

| **Liabilities** |        |        |
| Current         |        |        |
| Accounts payable and accrued liabilities | 4,043  | 5,941  |
| Salaries and commissions payable | 10,610 | 5,385  |
| **Total Liabilities** | 14,653 | 11,326 |

<table>
<thead>
<tr>
<th><strong>Commitments (note 6)</strong></th>
</tr>
</thead>
</table>

| **Net assets** |        |        |
| Emergency reserve   | 150,000 | 150,000|
| Operations reserve  | 75,000  | 75,000 |
| Invested in capital assets | 19,631  | 27,398 |
| Unrestricted        | 28,303  | 6,773  |
| **Total Net assets** | 272,934 | 259,171|

<table>
<thead>
<tr>
<th></th>
<th>2012</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Net assets</strong></td>
<td>287,587</td>
<td>270,497</td>
</tr>
</tbody>
</table>

See accompanying notes
Approved on behalf of the board

________________________, Director

________________________, Director
Daily Publications Society  
Société de Publication du Daily

Statement of Changes in Net Assets  
For the Year Ended April 30, 2012

<table>
<thead>
<tr>
<th></th>
<th>Emergency reserve $</th>
<th>Operations reserve $</th>
<th>Invested in equipment $</th>
<th>Unrestricted $</th>
<th>2012 Total $</th>
<th>2011 Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance - beginning of year</td>
<td>150,000</td>
<td>75,000</td>
<td>27,398</td>
<td>6,773</td>
<td>259,171</td>
<td>255,400</td>
</tr>
<tr>
<td>Excess of revenue over expenses</td>
<td>-</td>
<td>-</td>
<td>(7,767)</td>
<td>21,530</td>
<td>13,763</td>
<td>3,771</td>
</tr>
<tr>
<td>Balance - end of year</td>
<td>150,000</td>
<td>75,000</td>
<td>19,631</td>
<td>28,303</td>
<td>272,934</td>
<td>259,171</td>
</tr>
</tbody>
</table>

See accompanying notes
Daily Publications Society  
Société de Publication du Daily

Statement of Operations  
For the Year Ended April 30, 2012

<table>
<thead>
<tr>
<th></th>
<th>2012</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advertising</td>
<td>158,688</td>
<td>168,857</td>
</tr>
<tr>
<td>Students' fees</td>
<td>285,523</td>
<td>277,985</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>444,211</td>
<td>446,842</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing and production</td>
<td>201,317</td>
<td>208,364</td>
</tr>
<tr>
<td>Selling</td>
<td>101,949</td>
<td>86,592</td>
</tr>
<tr>
<td>General and administrative</td>
<td>131,325</td>
<td>149,141</td>
</tr>
<tr>
<td>Financial</td>
<td>3,315</td>
<td>2,879</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>437,906</td>
<td>446,976</td>
</tr>
<tr>
<td>Revenue (loss) from operations</td>
<td>6,305</td>
<td>(134)</td>
</tr>
<tr>
<td>Interest income</td>
<td>7,458</td>
<td>3,905</td>
</tr>
<tr>
<td><strong>Excess of revenue over expenses</strong></td>
<td>13,763</td>
<td>3,771</td>
</tr>
</tbody>
</table>

See accompanying notes and additional information
Daily Publications Society  
Société de Publication du Daily

Statement of Cash Flows  
For the Year Ended April 30, 2012

<table>
<thead>
<tr>
<th></th>
<th>2012</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Operating activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excess of revenue over expenses</td>
<td>13,763</td>
<td>3,771</td>
</tr>
<tr>
<td>Amortization of equipment</td>
<td>7,767</td>
<td>8,990</td>
</tr>
<tr>
<td></td>
<td>21,530</td>
<td>12,761</td>
</tr>
<tr>
<td>Changes in non-cash operating elements of working capital</td>
<td>(4,893)</td>
<td>13,511</td>
</tr>
<tr>
<td></td>
<td>16,637</td>
<td>26,272</td>
</tr>
<tr>
<td>Investing activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investments</td>
<td>(100,382)</td>
<td>101,411</td>
</tr>
<tr>
<td>Acquisition of equipment</td>
<td>-</td>
<td>(9,068)</td>
</tr>
<tr>
<td></td>
<td>(100,382)</td>
<td>92,343</td>
</tr>
<tr>
<td>Increase (decrease) in cash</td>
<td>(83,745)</td>
<td>118,615</td>
</tr>
<tr>
<td>Cash - beginning of year</td>
<td>121,296</td>
<td>2,681</td>
</tr>
<tr>
<td>Cash - end of year</td>
<td>37,551</td>
<td>121,296</td>
</tr>
</tbody>
</table>

See accompanying notes
Daily Publications Society  
Société de Publication du Daily  

Notes to Financial Statements  
April 30, 2012  

1. Nature of business  

2. Summary of significant accounting policies  

Use of estimates  
The preparation of financial statements in conformity with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures 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 could differ from those estimates.  

Revenue recognition  
The Organization follows the deferral method of accounting for contributions. Restricted contributions 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.  

Advertising revenue is recognized when advertisements are published in the Organization’s newspapers. Contributed materials and services received in the normal course of operations that would have otherwise been purchased are recognized at the fair market value of the related materials and services contributed. Students’ fees revenue is recognized on a straight-line basis over the year.  

Equipment  
Equipment is accounted for at cost. Amortization is calculated using the declining balance method at the following rates:  

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office equipment</td>
<td>20%</td>
</tr>
<tr>
<td>Typesetting equipment</td>
<td>20%</td>
</tr>
<tr>
<td>Computer equipment</td>
<td>30%</td>
</tr>
<tr>
<td>Computer software</td>
<td>30%</td>
</tr>
<tr>
<td>Photographic equipment</td>
<td>20%</td>
</tr>
</tbody>
</table>
2. Summary of significant accounting policies (continued)

Financial assets and financial liabilities

Financial assets and financial liabilities are initially recognized at fair value and are subsequently accounted for based on their classification as described below. The classification depends on the purpose for which the financial instruments were acquired and their characteristics. Except in very limited circumstances, the classification is not changed subsequent to initial recognition.

Financial instruments

Held-for-trading

Financial assets that are purchased and incurred with the intention of generating profits in the near term are classified as held-for-trading. In addition, any other financial assets can be designated by the Organization upon initial recognition as held-for-trading. These instruments are accounted for at fair value with the change in the fair value recognized in net income during the period. Cash and investments were classified as held-for-trading.

Held-to-maturity

Securities that have a fixed maturity date and which the Organization has positive intention and the ability to hold to maturity are classified as held-to-maturity and accounted for at amortized cost using the effective interest rate method. No assets were classified as held-to-maturity.

Loans and receivables

Loans and receivables are non-derivative financial assets resulting from the delivery of cash or other assets in return for a promise to repay on a specified date, or on demand, usually with interest. Loans and receivables are accounted for at amortized cost using the effective interest rate method. Accounts receivable were classified as loans and receivables.
2. Summary of significant accounting policies (continued)

Financial instruments (continued)

Held-for-trading

Financial liabilities classified as held-for-trading include derivative liabilities that are not accounted for as hedging instruments, obligations to deliver financial assets borrowed by a short seller and financial liabilities that are part of a portfolio of identified financial instruments that are managed together with the intention of generating profits in the near term. In addition, any other financial liabilities can be designated by the Organization upon initial recognition as held-for-trading. These instruments are accounted for at fair value with the change in the fair value recognized in net income during the period. No liabilities were classified as held-for-trading.

Other liabilities

Other liabilities are accounted for at amortized cost using the effective interest rate method. Accounts payable and accrued liabilities and salaries and commissions payable were classified as other liabilities.

Determination of fair value

The fair value of a financial instrument on initial recognition is the transaction price, which is the fair value of the consideration given or received. Subsequent to initial recognition, fair value is determined by using valuation techniques which refer to observable market data.

Financial instruments

The Organization estimates the fair value of its financial instruments based on current interest rates, market value and pricing of financial instruments with comparable terms. Unless otherwise indicated, the carrying value of these financial instruments approximates their fair market value.

Not-for-profit organizations may choose to apply CICA Handbook Section 3862 "Financial Instruments - Disclosures" and Section 3863 "Financial Instruments - Presentation" or continue to apply Section 3861 "Financial Statements - Disclosure and Presentation". The Organization has decided to continue to apply Section 3861 to provide information concerning financial instruments.
2. Summary of significant accounting policies (continued)

   Interest rate risk

   The Organization is exposed to reductions in interest rates, which could adversely impact expected returns from the reinvestment of funds in cash and short-term investments.

   Liquidity risk

   Prudent management of liquidity risk implies retaining a sufficient level of liquidities, disposing of appropriate credit facilities and being able to liquidate market positions. The Organization believes that its recurring financial resources are adequate to cover all its expenditures.

3. Future change in accounting policy

   The CICA has issued new accounting standards for Not-for-profit organizations, permitting Not-for-profit organizations to choose to adopt these new standards or International Financial Reporting Standards (IFRS) for annual fiscal periods beginning on or after January 1, 2012. The Organization has determined that it will adopt the new standards for Not-for-profit organizations for its annual financial statements beginning May 1, 2012. The Organization has not yet determined the impact of the adoption of the new accounting standards for Not-for-profit organizations on its financial statements.

4. Investments

   Investments consist of term deposits of approximately $196,000 (2011 - $95,000). The average interest rate at the end of the year is 1.75% (2011 - 3.16%) and the latest maturity is May 28, 2013.
5. Equipment

<table>
<thead>
<tr>
<th></th>
<th>Cost</th>
<th>Accumulated amortization</th>
<th>2012 Net carrying amount</th>
<th>2011 Net carrying amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office equipment</td>
<td>7,325</td>
<td>6,092</td>
<td>1,233</td>
<td>1,543</td>
</tr>
<tr>
<td>Typesetting equipment</td>
<td>4,687</td>
<td>4,141</td>
<td>546</td>
<td>682</td>
</tr>
<tr>
<td>Computer equipment</td>
<td>98,557</td>
<td>86,562</td>
<td>11,995</td>
<td>17,136</td>
</tr>
<tr>
<td>Computer software</td>
<td>6,288</td>
<td>4,442</td>
<td>1,846</td>
<td>2,307</td>
</tr>
<tr>
<td>Photographic equipment</td>
<td>11,780</td>
<td>7,799</td>
<td>4,011</td>
<td>5,730</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>128,637</td>
<td>109,006</td>
<td><strong>19,631</strong></td>
<td><strong>27,398</strong></td>
</tr>
</tbody>
</table>

6. Commitments

The commitments of the Organization under rent agreements aggregate to $115,150. The minimum annual payments are approximately as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>28,200</td>
</tr>
<tr>
<td>2014</td>
<td>28,200</td>
</tr>
<tr>
<td>2015</td>
<td>28,200</td>
</tr>
<tr>
<td>2016</td>
<td>28,200</td>
</tr>
<tr>
<td>2017</td>
<td>2,350</td>
</tr>
</tbody>
</table>

7. Capital management

The Organization's priority in managing capital is the liquidity of resources available for its operations. The Organization's objective is to ensure it has sufficient liquidity to maintain its ongoing operations whatever adverse events might occur and their financial consequences, and allow it to capitalize on opportunities to achieve its objectives more quickly. This liquidity requirement is taken into account in the preparation of annual budgets, cash flow management and comparison of actual results with budget. As at April 30, 2012, the Organization has achieved its goal of ensuring it has sufficient liquidity to cover its short-term liabilities.
## Daily Publications Society
### Société de Publication du Daily

### Additional Information
**For the Year Ended April 30, 2012**

<table>
<thead>
<tr>
<th></th>
<th>2012</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Selling</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries, fringe benefits and commissions</td>
<td>80,861</td>
<td>68,261</td>
</tr>
<tr>
<td>Promotion</td>
<td>3,900</td>
<td>5,620</td>
</tr>
<tr>
<td>Seminars and conferences</td>
<td>14,315</td>
<td>9,166</td>
</tr>
<tr>
<td>Travelling</td>
<td>2,873</td>
<td>3,545</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>101,949</td>
<td>86,592</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2012</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General and administrative</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries and fringe benefits</td>
<td>58,965</td>
<td>41,200</td>
</tr>
<tr>
<td>Rent</td>
<td>26,145</td>
<td>30,338</td>
</tr>
<tr>
<td>Professional fees</td>
<td>25,275</td>
<td>42,210</td>
</tr>
<tr>
<td>Telecommunications</td>
<td>4,491</td>
<td>8,435</td>
</tr>
<tr>
<td>Insurance</td>
<td>1,503</td>
<td>1,472</td>
</tr>
<tr>
<td>General and office</td>
<td>3,491</td>
<td>10,933</td>
</tr>
<tr>
<td>Bad debts</td>
<td>519</td>
<td>4,495</td>
</tr>
<tr>
<td>Repairs and maintenance</td>
<td>1,169</td>
<td>1,068</td>
</tr>
<tr>
<td>Amortization</td>
<td>7,767</td>
<td>8,990</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>131,325</td>
<td>149,141</td>
</tr>
</tbody>
</table>

### Financial

<table>
<thead>
<tr>
<th></th>
<th>2012</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank charges</td>
<td>3,315</td>
<td>2,879</td>
</tr>
</tbody>
</table>
Commercial Insurance – DECLARATIONS

Renewal

Policy Number COM 020395272
Print Date 22 Jul 2012

Your insurer
Royal & Sun Alliance Insurance Company of Canada

Named Insured and Mailing Address
THE MCGILL DAILY
Please see reverse for the insured's full name
RM B24 RM B26
3480 RUE MCTAVISH
MONTREAL QC H3A 1X9

Your Broker
GROUPE VIAU INC.
ETAGE 3E
550 CH DE CHAMBLEY
LONGUEUIL QC J4H 3L8
450 670-9000

Policy Period
Policy Effective Date 5 Sep 2012 at 12:01 a.m.
Policy Expiry Date 5 Sep 2013 at 12:01 a.m.
All times are local times at the Named Insured's mailing address shown above.

Cancellation Number of Days 30

Policy Premium
Total Cost $1,393.00
Total Premium $1,393.00

Method of Payment
Please pay your broker, Total plus any applicable PST

This policy contains one or more clauses that may limit the amount payable.

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Le nom et le logo « RSA » sont des marques de commerce appartenant au RSA Insurance Group plc et utilisées sous licence par la Royal & Sun Alliance du Canada société d'assurances.
Full Name of the Insured

THE MCGILL DAILY AND
SOCIETE DE PUBLICATION DU DAILY
Commercial Insurance – DECLARATIONS
Renewal

Policy Number  COM 020395272  Print Date  22 Jul 2012

Coverage Summary and Limits of Insurance

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount or Limit of Insurance ($)  Deductible ($)  Premium ($)</td>
</tr>
</tbody>
</table>

All locations including Inland Marine (except B0120 Motor Truck Carriers Legal Liability) are subject to the following:

A0034   General Deductible Limitation
A0073   General Insurance Agreement and Conditions Applicable to This Policy
A0098   General Conditions
Policy Number     COM 020395272
Coverage Summary for Location

RM B24 RM B26 3480 RUE MCTAVISH MONTREAL QC H3A 1X9

Business of Insured
UNIVERSITY NEWSPAPERS (FRENCH & ENGLISH VERSION)

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Coverage</th>
<th>Amount of insurance ($)</th>
<th>Deductible ($)</th>
<th>Premium ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B0001</td>
<td>Commercial Building, Equipment and Stock (Broad Form)</td>
<td>101,100</td>
<td>1,000</td>
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</tr>
<tr>
<td></td>
<td>Equipment</td>
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</tr>
<tr>
<td></td>
<td>Co-insurance requirement - 90%</td>
<td></td>
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<tr>
<td>E0032</td>
<td>Replacement Cost (Excluding Stock) Extension</td>
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<tr>
<td>B0112</td>
<td>Extra Expense (Broad Form)</td>
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<td>Extra Expense</td>
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</table>

Applicable Forms and Coverages for Property at this Location

E0212 Terrorism Exclusion (For use for the Province of Quebec)

3D CRIME

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Coverage</th>
<th>Amount of insurance ($)</th>
<th>Deductible ($)</th>
<th>Premium ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>D0000</td>
<td>Comprehensive Dishonesty, Disappearance and Destruction</td>
<td>1,000</td>
<td></td>
<td>INCLUDED</td>
</tr>
<tr>
<td></td>
<td>Loss Inside</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Loss Outside</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D0042</td>
<td>Agreement II and III - Reduction in Limit of Insurance</td>
<td>1,000</td>
<td></td>
<td>INCLUDED</td>
</tr>
<tr>
<td></td>
<td>Overnight</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Custodian's House</td>
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</tbody>
</table>
### Coverage Summary for 3D Fidelity

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Coverage</th>
<th>Amount or Limit of Insurance ($)</th>
<th>Deductible ($)</th>
<th>Premium ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>D0000</td>
<td>Comprehensive Dishonesty, Disappearance and Destruction Bond Form A</td>
<td>50,000</td>
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<td>INCLUDED</td>
</tr>
<tr>
<td>A0073</td>
<td>General Insurance Agreement and Conditions Applicable to This Policy</td>
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</tr>
</tbody>
</table>
Coverage Summary for Commercial General Liability

Business of Insured
UNIVERSITY NEWSPAPERS (FRENCH & ENGLISH VERSION)

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Coverage</th>
<th>Amount or Limit of insurance ($)</th>
<th>Deductible ($)</th>
<th>Premium ($)</th>
</tr>
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<tbody>
<tr>
<td>57300</td>
<td>Commercial General Liability Form</td>
<td>1,000,000</td>
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<td>INCLUDED</td>
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<tr>
<td></td>
<td>Coverage A Bodily Injury and Property Damage Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>($ per Occurrence)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Products and Completed Operations Aggregate</td>
<td>1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Coverage C Medical Payments ($ any one person)</td>
<td>2,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Coverage D Tenants' Legal Liability ($ any one premises)</td>
<td>150,000</td>
<td>500</td>
<td>INCLUDED</td>
</tr>
<tr>
<td></td>
<td>General Aggregate</td>
<td>5,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A0073</td>
<td>General Insurance Agreement and Conditions Applicable to This Policy</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>57153</td>
<td>Additional Insured Extension</td>
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<tr>
<td>57153 - ADDITIONAL INSURED</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>UNIVERSITE MC GILL A&amp;S MC GILL RISK MANAGEMENT &amp; INSURANCE</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>OFFICE 688 SHERBROOKE OUEST SUITE 1490. MONTREAL. H3A3R1</td>
<td></td>
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</tr>
</tbody>
</table>

57227 Printer's and Publisher's Errors and Omissions Exclusion

Additional Interest(s)

The following are additional Interest(s) with respect to:

Description / Location: Additional Interested Parties

UNIVERSITE MC GILL/RISK MANAGEMENT/INS.
SUITE 1490
690 RUE SHERBROOKE O
MONTREAL QC H3A 1E9

Details of Interest: Additional insured
This policy is not valid unless it is signed by an authorized representative of the Royal & Sun Alliance Insurance Company of Canada.

[Signature]

Authorized signature of Insurer
Schedule of Forms and Endorsements

Property

Common Policy Conditions
A0073  General Insurance Agreement and Conditions Applicable to This Policy

Property Conditions: Applicable to Property and Inland Marine
A0034  General Deductible Limitation

Property
A0098  General Conditions
B0001  Commercial Building, Equipment and Stock (Broad Form)
B0112  Extra Expense (Broad Form)
E0032  Replacement Cost (Excluding Stock) Extension
E0212  Terrorism Exclusion (For use for the Province of Quebec)

3D Crime
D0000  Comprehensive Dishonesty, Disappearance and Destruction
D0042  Agreement II and III - Reduction in Limit of Insurance

3D Fidelity
D0000  Comprehensive Dishonesty, Disappearance and Destruction

Liability Coverage

Commercial General Liability
57153  Additional Insured Extension
57227  Printer's and Publisher's Errors and Omissions Exclusion
57300  Commercial General Liability Form
General Conditions
A0098 (Rev. 15Mar12)

This Policy is subject to the Civil Code of the Province of Quebec.
Reference to Civil Code articles in some instances is for easier reading only and should not be construed as exact quotations.
For all coverages except where inapplicable.

1. Statements

1.1 Representation of risk (Article 2408)
The client, and the Insured if the Insurer requires it, is bound to represent all the facts known to him which are likely to materially influence an insurer in the setting of the premium, the appraisal of the risk or the decision to cover it, but he is not bound to represent facts known to the insurer or which from their notoriety he is presumed to know, except in answer to inquiries.
The client means the person submitting an insurance application.

1.2 Material change in risk (Articles 2466 and 2467)
The Insured shall promptly notify the Insurer 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.
On being notified of any material change in the risk, the Insurer may cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the Insured within thirty (30) days of proposal, the Policy ceases to be in force.

1.3 Misrepresentations or concealment (Articles 2410, 2411 and 2466)
Any misrepresentation or concealment of relevant facts mentioned in section 1.1 and in the first paragraph of section 1.2 by the client or the Insured nullifies the contract at the instance of the Insurer, even in respect to losses not connected with the risk so misrepresented or concealed.
Unless the bad faith of the client or of the Insured is established or unless it is established that the Insurer would not have covered the risk if he had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.

1.4 Warranties (Article 2412)
Any increase in risk resulting from a breach of warranty suspends the coverage until accepted by the Insurer or until such breach has been remedied by the Insured.

2. General Provisions

2.1 Insurable Interest (Articles 2481 and 2484)
(Applicable only to property insurance)
A person has an insurable interest in a property where the loss or deterioration of the property may cause him direct and immediate damage. It is necessary that the insurable interest exist at the time of the loss but not necessary that the same interest have existed throughout the duration of the contract. The insurance of a property in which the Insured has no insurable interest is null.

2.2 Changes (Article 2405)
The terms of this Policy shall not be waived or changed except by endorsement.

2.3 Assignment (Articles 2475 and 2476)
This Policy may be assigned only with the consent of the Insurer and in favour of a person who has an insurable interest in the insured property.
Upon the death or bankruptcy of the Insured or the assignment of his interest in the insurance to a co-insured, the insurance continues in favour of the heir, trustee in bankruptcy or remaining Insured, subject to his performing the obligations that were incumbent upon the insured.

2.4 Books and Records
The Insurer and its authorized representatives shall have the right to examine the Insured's books and records related to the subject matter of this insurance at any time during the period of this Policy and the three (3) subsequent years.

2.5 Inspection
The Insurer and its authorized representatives shall have the right but are not obligated to make inspections of the risk, inform the Insured of the conditions found and recommend changes. Any inspections, surveys, findings or recommendations relate only to insurability and the premiums to be charged. They shall not constitute a warranty that the premises, property or operations are safe or healthful or comply with laws, codes or standards.

2.6 Currency
All limits of insurance, premiums and other amounts as expressed in this Policy are in Canadian currency.
3. Losses

3.1 Notice of Loss (Article 2470)

The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as he becomes aware of it.

Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to compensation shall be forfeited by the Insured where such non-compliance has caused prejudice to the Insurer.

3.2 Information to be provided (Article 2471)

The Insured shall inform the Insurer as soon as possible of all the circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the Insured property, the rights of third parties, and any concurrent insurance; he shall also furnish him with vouchers and swear or warrant to the truth of the information.

Where, for a serious reason, the Insured is unable to fulfill such obligation, he is entitled to a reasonable time in which to do so. If the Insured fails to fulfill his obligation, any interested person may do so on his behalf.

In addition, the Insured shall forthwith send to the Insurer a copy of any notice, letter, subpoena or writ or document received in connection with a claim.

3.3 False representation (Article 2472)

Any deceitful representation entails the loss of the right of the person making it to any indemnity in respect of the risk to which the representation relates.

However, if the occurrence of the event insured against entails the loss of both movable and immovable property or of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.

3.4 Intentional fault (Article 2464)

The Insurer is never liable to compensate for injury resulting from the Insured's intentional fault.

Where there is more than one Insured, the obligation of coverage remains in respect of those Insureds who have not committed an intentional fault.

Where the Insurer is liable for injury caused by a person for whose acts the Insured is liable, the obligation of coverage subsists regardless of the nature or gravity of that person's fault.

3.5 Notice to police (applicable to property insurance only)

The Insured must promptly give notice to the police of any loss caused by vandalism, theft or attempted theft or other criminal act.

3.6 Safeguarding and examination of property (Article 2495)

(applicable to property insurance only)

At the expense of the Insurer, the Insured must take all reasonable steps to prevent further loss or damage to the insured property and any further loss or damage resulting directly or indirectly from the Insured's failure to take such action shall not be recoverable.

The Insured may not abandon the damaged property if there is no agreement to that effect. The Insured shall facilitate the salvage and inspection of the insured property by the Insurer.

He shall, in particular, permit the Insurer and his representatives to visit the premises and examine the insured property before repairing, removing or modifying the damaged property, unless so required to safeguard the property.

3.7 Admission of liability and cooperation (Article 2504)

The Insured shall cooperate with the Insurer in the processing of all claims.

(The following two paragraphs are applicable to liability insurance only: article 2504)

No transaction made without the consent of the Insurer may be set up against him.

The Insured shall not admit any liability nor settle or attempt to settle any claim, except at his own risk.

3.8 Right of action (Article 2502)

(applicable to liability insurance only)

The Insurer may set up against the injured third person any grounds he could have invoked against the Insured at the time of the loss, but not grounds pertaining to facts that occurred after the loss; the Insurer has a right of action against the Insured in respect of facts that occurred after the loss.

4. Compensation and Settlement

4.1 Basis of settlement (Articles 2490, 2491, 2493)

(applicable to property insurance only)

Unless otherwise provided, the Insurer shall not be liable for more than the actual cash value of the property at the time of loss as normally determined.

In unvalued policies, the amount of insurance does not make proof of the value of the insured property. In valued policies, the agreed value makes complete proof, between the Insurer and the Insured, of the value of the insured property.

If the amount of insurance is less than the value of the property the Insurer is released by paying the amount of the insurance in the event of total loss or a proportional indemnity in the event of partial loss.
4. Compensation and Settlement (continued)

4.2 Pair and set (applicable to property insurance only)
In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

4.3 Parts (applicable to property insurance only)
In the case of loss of or damage to any part of the insured property, whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

4.4 Replacement (Article 2494)
(applicable to property insurance only)
Subject to the rights of preferred and hypothecary creditors, the Insurer reserves the right to repair, rebuild or replace the insured property. He is then entitled to salvage and may take over the property.

4.5 Time of payment (Articles 1591, 2469 and 2473)
The Insurer shall pay the indemnity within sixty (60) days after receiving the notice of loss or, at his request, all relevant information and vouchers, provided the Insured shall have complied with all the terms of the contract.
Any outstanding premium may be deducted from the indemnity payable.

4.6 Property of others (applicable to property insurance only)
Where a claim is made as a result of loss of or damage to property not owned by the Insured, the Insurer reserves the right to pay the indemnity to the Insured or to the owner of the property and to deal directly with such owner.

4.7 Waiver
Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of the Policy by any act relating to arbitration or to the completion or delivery of proof of loss, or to the investigation or adjustment of the claim.

4.8 Limitation of actions (Article 2925)
Every action or proceeding against the Insurer under this Policy shall be commenced within three (3) years from the date the right of action has arisen.

4.9 Subrogation (Article 2474)
Unless otherwise provided, the Insurer shall be subrogated to the extent of the amount paid or the liability assumed therefor under this Policy to the rights of the Insured against persons responsible for the loss except when they are members of the Insured’s household. The Insurer may be fully or partly released from his obligation towards the Insured where, owing to any act of the Insured, he cannot be so subrogated.

5. Dispute Resolution
In the event that the Insurer and the Insured(s) cannot agree concerning either the coverage or the quantum afforded by this policy, it is agreed that the dispute shall be resolved in accordance with the dispute resolution process hereinafter described:

(a) Mediation with a Mediator mutually agreed to by the parties to the dispute. If the parties fail to concur on the choice of the Mediator, a Court shall appoint a Mediator on a Motion by one of the parties.

(b) If settlement at Mediation is not possible, the dispute will be referred to Arbitration in accordance with the applicable Arbitration legislation/regulations in the jurisdiction in which the Policy is issued. The decision of the Arbitrator will be binding on all parties to the dispute with no right of appeal.

(c) Each party shall bear its own costs and expenses in connection with the dispute resolution process. The costs and expenses of Mediation and Arbitration shall be shared equally by the parties to the dispute.

By agreement in writing, the Insurer and the Insured(s) may waive compliance with this section or any part thereof for purposes of a specified dispute.

6. Other Insurance

6.1 Property Insurance (Article 2496)
The Insured who, without fraud, is insured by several insurers, under several policies, for the same interest and against the same risk so that the total amount of indemnity that would result from the separate performance of such policies would exceed the loss incurred may be indemnified by the insurer or insurers of his choice, each being liable only for the amount he has contracted for.
No clause suspending all or part of the performance of the contract by reason of other insurance may be used against the Insured.
Unless otherwise agreed, the indemnity is apportioned among the insurers in proportion to the share of each in the total coverage, except in respect of specific insurance, which constitutes primary insurance.

6.2 Liability Insurance
The liability insurance provided under this Policy is primary insurance except when stated to apply in excess of, or contingent upon the absence of, other insurance. When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Insurer's liability under this...
6. Other Insurance (continued)

Policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis whether primary, excess or contingent, the Insurer shall not be liable under this Policy for a greater proportion of the loss than that stated in the applicable contribution provision below.

Contribution by equal shares: If all of such other collectible insurance provides for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than would be payable if each insurer contributed an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

Contribution by limits: If any such other insurance does not provide for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than the applicable limit of liability under this Policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Cancellation (Articles 2477 and 2479)

This policy may be cancelled at any time:

(a) By mere written notice from each of the Named Insureds. Termination takes effect upon receipt of the notice and the Insured shall therefore be entitled to a refund of the excess of the premium actually paid over the short-term rate for the expired time.

(b) By the Insurer giving written notice to each Named Insured. Termination takes effect:
   (i) fifteen (15) days if the contract is terminated for nonpayment of premium; or
   (ii) thirty (30) days for any other reason;

   following receipt of such notice by the Insured at his last known address.

The Insurer shall refund the excess of premium actually paid over the pro rate premium for the expired time. If the premium is subject to adjustment or determination as to amount, the refund shall be made as soon as practicable.

Where one or more of the Named Insureds have been mandated to receive or send the notices provided for under paragraph (a) or (b) above, notices sent or received by them shall be deemed to have been sent or received by all Named Insureds.

In this condition, the words "premium actually paid" mean the premium actually paid by the Insured to the Insurer or its representative but do not include any premium or part thereof paid to the Insurer by a representative unless actually paid to the representative by the Insured.

8. Notice

Any notice to the Insurer may be sent by any recognized means of communication to the Insurer or its authorized representative. Notice may be given to the Named Insured by letter personally delivered to him or by mail addressed to him at his last known address.

It is incumbent upon the sender to prove that such notice was received.
CONSTITUTION OF THE DAILY PUBLICATIONS SOCIETY

Last amended 4 April 2012

Definitions

In this Constitution, “Board of Directors” means the Board of Directors of the Society; “editor” means any person who is a member of the Editorial Board committee under section 5.1 of Bylaw 1 of the Society; “Daily” means the newspapers published by the Society, also known as The McGill Daily and Le Délit; “Society” means the corporate body known as the Daily Publications Society (DPS); “McGill” means McGill University at Montreal, Quebec, Canada; “voting staff” means any person who has gained voting rights under section 3.2 of Bylaw 1 of the Society.

1. Name

1.1 The Publisher shall be known as the “Daily Publications Society” or « Société des publications du Daily » (SPD). The company is a not-for-profit corporation constituted by Letters Patent under the Canada Corporations Act.

2. Objects

2.1 To publish two student newspapers at McGill: The McGill Daily in English and Le Délit in French.

2.1.1 To publish, upon approval by the Board of Directors, any other publications that require additional funding or that may benefit the members of the DPS, as described in the Statement of Principles (SOP).

2.2 To oversee and operate such services and departments as may be necessary for the operation of the DPS’s publications.

2.3 To adhere to its own Statement of Principles described in the attached Bylaws.

3. Membership

3.1 All students registered at McGill shall be members of the DPS except the following: a) Students governed by the constitution of the Macdonald College Students’ Society, unless and until they choose to join the DPS and take the appropriate measures to do so; b) Graduate students who are non-resident students or who are full-time members of the teaching staff, unless and until they choose to join and take the appropriate measures to do so; c) Students registered only in the Centre for Continuing Education, unless and until they choose to join the DPS and take the appropriate measures to do so.

3.2 Nobody can be a member of the DPS who is not a student of McGill
3.2.1 Once an individual is no longer a student of McGill her/his membership in the DPS is automatically revoked.

3.3 The Society shall maintain an up-to-date List of members.

3.3.1 The List shall at least include the name of each member, their electronic mail address, and the fee amount they have paid in the ongoing semester.

3.4 A member of the DPS has the right: a) To become a Board member; b) To vote at an AGM; c) To introduce potential modifications to the DPS Constitution, for consideration by the Board of Directors; d) To become a contributor, subject to the criteria below; e) To become a staff member, subject to the criteria below; f) To become an editor, subject to the criteria below; g) To receive notice of and attend meetings; h) To vote at duly constituted meetings on various company matters; i) To attend and vote on matters; j) To vote at a campus-wide referendum.

4. Staff of The Daily

4.1 Anyone may become a contributor to The Daily.

4.2 To become a voting member of the staff of The Daily the applicant must be a member in good standing of the DPS and meet the requirements set out in The Daily's Policy and Procedure Manual.

4.3 The Board of Directors is the final authority-over the written material, multimedia, and advertising content proposed by advertisers, for publication in The Daily. However, the Board shall make every effort to consult and respect the autonomy of both newspapers.

5. Ethics

5.1 The contributors and voting staff should be fair and accurate in their reports, and must equip themselves with facts to support published statements. They must realize their personal responsibility for everything submitted for publication. They must not falsify information or documents, nor distort or misrepresent the facts.

5.2 The contributors and voting staff must respect all confidences regarding sources of information and private documents unless this interferes with the freedom of the press or the need to inform readers on vital matters.

5.3 The editors and voting staff must be familiar with the laws of libel and contempt of court in Canada and Quebec, and must observe the laws of international copyright.

5.4 The editors must rectify errors, in print, at the first available opportunity. Editors should also rectify errors online as soon as possible, with a note included in the article notifying the reader of the date, time, and nature of the change.

5.5 The editors and voting staff should fully realize their collective responsibility for everything published.
5.6 Racial, sexual, and socioeconomic bias or prejudice has no place in the editorial policy or content of the newspaper.

5.7 Members of The Daily voting staff, defined in Bylaw 1, who are given authority to edit submissions to the newspaper shall exercise that authority to ensure that submissions are in accordance with this code of ethics and Statement of Principles.

5.8 Wherever there is a lacuna in this code of ethics, the Canadian University Press (CUP) code of ethics will apply.

6. **Annual General Meeting (AGM)**

6.1 Each year at a time and place to be determined by the Board of Directors hereinafter described; the membership of the DPS shall be convened to the AGM of the DPS. This meeting must be scheduled between September and April of each year. Every attempt will be made to schedule this meeting on the McGill Campus at a location that is accessible to the members of the DPS.

6.1.1 Notice of the AGM will be published in The Daily.

6.2 Objectives of the AGM: a) To receive a report on the general state and significant policy directions of the DPS; b) To receive and approve the financial statements of the company; c) To appoint the auditors of the company; d) To elect a new Board of Directors from those candidates duly nominated and presented; e) To give members of the DPS a forum within which to discuss the company; f) To give members of the DPS an opportunity to direct questions and make suggestions.

7. **Special General Meeting (SGM)**

7.1 A SGM will be called by the Board of Directors when it decides to present a question to members of the DPS that cannot, for any reason be accommodated at the AGM. SGMs must be scheduled during the school year (from September to April).

7.1.1 Notice of the SGM must be published in The Daily.

7.2 Objectives of the SGM: a) To poll the membership for their opinions on various matters concerning the company; b) To present questions to the membership, which require that a vote be taken.

8. **Board of Directors**

8.1 The governing body of the DPS shall consist of the Board of Directors, which shall endeavour to meet one (1) time per month during the publishing year.

8.2 Composition of the Board of Directors: a) Eight (8) student representatives elected directly by the members of the DPS at the AGM; b) One (1) Community Representative (honorary, non-DPS member, ex officio non-voting member of the Board) elected by the Board as soon after the AGM as is feasible. The Board shall declare a nomination period of one (1) week during which time individuals may nominate themselves or
others. At the Board meeting following this period, or by electronic vote, the Board shall elect one (1) of the candidates to serve until the following

AGM; c) The Coordinating editor of The McGill Daily; d) The Rédacteur or Rédaactrice en chef of Le Délit; e) One (1) McGill Daily representative elected from and by the editorial board of The McGill Daily; f) One (1) Le Délit representative elected from

and by the editorial board of Le Délit; g) The General Manager (non-voting member);

8.2.2 The majority of the directors must be Canadian citizens or permanent residents.

8.3 The Board is free to consult with and invite professionals to board meetings. Professionals would include, but not be limited to, those with print media experience, lawyers, accountants, finance or investment counsellors.

8.4 Powers and Duties: The eight (8) elected student directors of the Board shall be responsible for bringing matters of concern from the DPS membership to duly constituted meetings.

8.4.1 The Board of Directors shall have general jurisdiction and final authority over the legal and financial affairs of the DPS, and such other matters imposed by law. “Financial affairs” include but are not limited to: the budget, revenue, expenses, and capital expenditures of the DPS and all of its publications, and the circulation, frequency and number of pages published annually by its publications.

8.4.2 The Board of Directors of the DPS may, for the purpose of securing bonds, debentures, or debentures stock, which it is by law entitled to issue, hypothecate, mortgage, or pledge any property, moveable or immovable, present or future, which it may own.

8.4.3 Only the Board of Directors, or its authorized delegate can bind the DPS to any legal obligation.

8.4.4 The Board of Directors shall have general jurisdiction and final authority over employee policy and over the hiring and firing of all salaried or paid personnel who are not elected under the provisions of the DPS Bylaw 1 governing editors of The Daily.

8.4.5 The Board of Directors may appoint committees, provided that no committee shall have final authority over any matter properly within the jurisdiction of the Board. Members of such committees shall be appointed for such terms as the Board of Directors may determine.

8.4.6 The Board of Directors must appoint from among its members a President, Chairperson, and a Secretary. A Vice-chairperson, Treasurer, and any other officers may also be appointed.

8.4.7 The Fiscal Manager or whomever the Board of Directors appoints, shall be custodian of the seal of the corporation.

8.4.8 Contracts, documents, cheques, or any instructions in writing requiring the signature of the DPS shall be signed by signing officers designated by the Board of Directors from its members. The seal of the DPS, when required may be affixed to contracts, documents and instruments in writing. The Board of Directors may allow any registered dealer in securities to deal with any stocks, bonds, and other securities of the DPS.

8.4.9 Directors, with the exception of the President, shall not receive any stated remuneration for their services, but by resolution of the Board of Directors, expenses for special meetings of the Board of Directors may be paid by the DPS. The Directors, with the exception of the President, shall serve without remuneration.
and no director shall receive any profit from their position. Directors may be paid reasonable expenses incurred in the performance of their duties. Upon approval of the Board of Directors, a director whose professional services may be required may act and be paid the usual professional costs for professional services rendered in connection with the administration of the affairs of the corporation.

8.4.10 The Chairperson shall chair all meetings of the Board of Directors, and perform additional duties in accordance with Bylaw 2.

8.4.11 The President shall be the chief executive officer of the DPS and perform those responsibilities defined by the Board of Directors in Bylaw 2. The President shall be responsible to the Board of Directors. The Board of Directors may provide the President with an honorarium, in an amount they determine, for the President’s work.

8.4.12 The Community Representative shall serve as the liaison between the Board of Directors, the Daily, and relevant community organizations and individuals who are not DPS members, and shall perform additional duties in accordance with Bylaw 2.

8.5 Indemnities to Directors: Every director of the Society and their heirs, executors and administrators, and estate and effects, respectively, shall from time to time and at all times, be indemnified and saved harmless out of the funds of the Society, from and against: a) all costs, charges and expenses which such director, sustains or incurs in or about any action, suit or proceedings which is brought, commenced or prosecuted against her or him, or in respect of any act, deed, matter of thing whatsoever, made, done or permitted by her or him, in or about the execution of the duties of her or his office or in respect of any such liability; b) all other costs, charges and expenses which she or he sustains or incurs in or about or in relation to the affairs thereof, Constitution of the Daily Publications Society except such costs, charges or expenses as are occasioned by her or his own wilful neglect or default.

9. Board of Directors Meetings

9.1 The Board of Directors may establish and amend rules and regulations governing its own meetings and procedures for the transaction of business properly before it.

9.2 Motions are adopted by a simple majority vote unless the law requires otherwise.

9.3 The approval of certain motions at a regular meeting of the Board of Directors shall require 2/3 of the entire Board. These shall include: a) Matters pertaining to the Chief Returning Officer (CRO, described below), and Judicial Board; b) Passage by the Board of Directors of proposed amendments to the Constitution and Bylaws of the DPS; c) Matters pertaining to the employees of the DPS; d) Questions regarding changes to the fee structure of the DPS.

9.4 Five (5) voting members of the Board of Directors, including one (1) representative of the staff of The McGill Daily or Le Délit shall constitute quorum for a regular meeting of the Board.

10. Chief Returning Officer (CRO)
10.1 The DPS shall have a CRO. He/she shall be chosen by the Board of Directors. The CRO is responsible for overseeing any election or vote at an AGM, and any poll or vote at a SGM. The CRO will also be responsible for running any fee increase referendum.

10.1.1 The Board of Directors may request that the CRO of the Students' Society of McGill University (SSMU) act on its behalf.

10.2 The DPS shall also have Deputy Returning Officers (DROs) to assist the CRO, where necessary. The DROs will be chosen by the Board of Directors.

10.2.1 The Board of Directors may request that the DROs of the SSMU act on its behalf.

10.3 The CRO for the following year will be chosen not later than at the last meeting of the Board of Directors for the publishing and financial year.

10.4 The CRO will be responsible for the running of elections of Board members and any other voting procedures for the DPS. This shall include, but not be limited to drawing up nomination forms, preparation of ballots and ballot boxes, counting of ballots and advertising elections, special votes and their procedures. This position will be remunerated.

11. Elections of Directors of the Board

11.1 Members of the Board of Directors serve for a one-year term. They may seek re-election at the AGM. A director holds office until he/she resigns or until a new director is elected.

11.2 Nominations will open fifteen (15) days before the AGM and will be announced in The Daily and another campus-wide publication, one (1) week before and during the nomination period. Nominations will close twenty-four (24) hours in advance of the AGM.

11.3 Election of Student Representatives to the Board: The members of the DPS shall vote at the AGM to elect eight (8) student representatives to the Board of Directors, the whole pursuant to Article 8 of this constitution and the instructions below.

11.3.1 Student representatives take office the first day of May following their election.

11.3.2 Election of student representatives to the Board of Directors at the AGM shall be by a method that the CRO deems appropriate and approved by the Board of Directors with the following provisions:

11.3.3 Sufficient notice of the AGM and its procedure as well as the procedure for the election of the Board and amendments must be given to all those interested or eligible.

11.3.4 Editors and voting staff of The Daily cannot work on the election in any capacity.

11.3.5 Nomination forms shall be prepared by the CRO and shall be available at the offices of the DPS and/or other locations approved of by the CRO and the Board. Nominations must include name, faculty, student ID number, and a position statement of not more than one hundred (100) words, in French and/or English.

11.3.6 Only members of the DPS may run or place names for nomination.
11.3.7 Nomination forms must be accompanied by twenty (20) DPS members’ signatures who shall sign the form with name, student ID number and signature.

11.3.8 The closing date for receiving nominations shall be announced as part of the notice inviting nominations and shall be twenty-four (24) hours in advance of the AGM.

11.3.9 The CRO shall validate nominations and publicize them prior to the election. The election will occur at the AGM. The CRO will publicize the AGM and instructions for voting. The notices will be published in The Daily.

11.3.10 The information to be published by the CRO on each nominee shall contain the following: name, faculty, and a short position statement.

11.3.11 Persons serving as student representatives to the Board must be members of the DPS who are not voting members, voting staff or editors of The Daily, or holders of internal SSMU positions or members of SSMU committees.

11.3.12 Nominees must have agreed beforehand in writing to serve if elected.

11.3.13 After the closing date for nominations the names of the nominees shall be printed on ballots.

11.3.14 Ballot boxes will be placed at the AGM. Ballots will be given to all members before or at the AGM where the vote will occur.

11.3.15 The CRO may request that the Board of Directors appoint DROs to assist him/her

11.3.16 Candidates may provide two (2) scrutineers.

11.3.17 Ballots shall be counted in the presence of scrutineers from the candidates if available, under the supervision of the CRO. The results will be announced and published in the next edition of The Daily.

11.3.18 Ballots shall be considered spoiled if they are not marked in accordance the CRO’s instructions.

11.3.19 The eight (8) nominees with the most votes shall be declared the winners. In case of a tie a recount shall be taken. If the recount upholds the tie, a new vote will be taken.

11.4 Any member of the DPS who is not satisfied with the result of the vote may submit a request for a recount to the President of the DPS. If the request is granted the recount shall take place in the presence of the unsatisfied person, the President of the DPS and the CRO.

12. Dismissal of Student Representatives

12.1 Board Member attendance at meetings is mandatory. A Board member elected from the DPS or from the staff who cannot attend a meeting is required to notify the Chairperson and give him/her or another director a written proxy. No director may hold more than one proxy. Should a member fail to attend two (2) meetings, without this notification, that member will be replaced at the next meeting. The remaining Board members, by majority vote, including the vote of the chairperson, will replace that Board member for failure to serve and replace that member by appointment.
12.2 Any member of the DPS may ask to dismiss a student representative from the Board of Directors, for valid cause, by collecting the name, signature, student number and faculty of at least fifty (50) members of the DPS on a petition calling for the dismissal of the student representative. No more than fifteen (15) of the names may come from students in any one faculty.

12.3 The member shall deliver the petition to the CRO, who shall validate the petition.

12.4 If the petition is proper, the CRO shall notify the members of the Board of Directors. The petition to dismiss the student representative shall be inscribed on the agenda of the next meeting of the Board.

12.5 At a meeting to dismiss a student representative, all student representatives to the Board must be present, except the student representative concerned in the motion to dismiss.

12.6 The motion to dismiss a Board member must be proposed and seconded by a Board member following which a simple majority vote will dismiss the student representative from the Board of Directors.

12.7 The vacant position may be filled by election or by appointment by the Board.

13. Vacancy

13.1 In the event of a vacancy occurring in the Board of Directors, the directors then in office may fill that vacancy from eligible DPS members or may choose to fill the position at the next AGM. Any director appointed or elected in this manner shall hold office for the unexpired term of the absent director.

14. Fees

14.1 Upon registration at McGill, every member of the DPS shall pay a fee to the DPS in an amount determined by the Board of Directors.

14.1.1 The fee shall be levied twice per academic year, for each the fall and the winter terms.

14.2 Regularly registered students, full and part time, are members of the DPS and pay the full fee. Constitution of the Daily Publications Society

14.3 "Additional session" graduate students are members of the DPS, and pay one half of the full fee.

14.4 Graduate students who are non-resident, or who are full time members of the DPS will pay one half of the full fee.

14.5 Students registered at Macdonald College who elect to become members of the DPS will pay one-half of the full fee.

14.6 Students registered only in the Center for Continuing Education who elect to become members of the DPS will pay one-half of the full fee.
14.7 The Board of Directors may propose to increase the fee(s) assessed by the Society.

14.7.1 Such proposals shall be subject to ratification by members in a campus-wide referendum, in keeping with the procedure outlined in the present Constitution and the appended bylaws.

14.8 Should the Society change its corporate or legal status, the fees previously collected for the purposes of the DPS shall be transferred without change to the new body which has taken its place.

15. Amendments to the Constitution and Bylaws

15.1 A member of the DPS may request an amendment to the constitution at the AGM, or at any time to a director of the Board for proposal at any duly constituted meeting of the Board of Directors. Only amendments moved and seconderd by directors of the Board will be submitted to members of the DPS for a vote at the next AGM or SGM called for that purpose.

15.2 The proposed amendment shall be passed by a simple majority of the DPS members voting at an AGM or SGM.

15.3 The date of the SGM will be set as needed by the Board of Directors in consultation with the CRO. Consideration will be given to notification of the membership and voting procedures. Results only affect subsequent years, not the year in progress.

15.4 Amendments to Bylaws may be requested at an AGM or at any time to a director. Amendments to the Bylaws must be presented in writing by at least two (2) members of the Board of Directors, and shall be distributed to all members of the Board present at that meeting. Any amendments to the Bylaws shall be passed by a simple majority of members of the Board of Directors present only.

15.5 Amendments to Bylaw 1: Amendments to Bylaw 1 shall be presented and ratified at a joint general meeting of the staff of The Daily as though presented by a mover and seconder who are voting staff members.

15.5.1 An amendment to Bylaw 1 shall be passed by a majority vote by those voting staff members present, subject to ratification by the Board of Directors.

16. Questions to be Voted on by Members

16.1 Voting on any matter requiring the decision of the membership of the DPS may be held solely by campus-wide referendum.

16.1.1 Notwithstanding the above, members convened in a duly constituted AGM or SGM may vote: a) To elect directors of the Board; b) To appoint the Society’s auditors;
c) To approve the Society's financial statements; and d) To amend the present Constitution.

16.2 Referenda initiated by Society members: A member of the Society may propose a referendum question to the Society CRO.

16.2.1 In order for a referendum question to be deemed receivable by the CRO, the member shall gather the signed support of at least 3% of all Society members ("quorum"), with no more than 50% of quorum belonging to a single faculty, and within which a minimum of five (5) faculties each represent at least 5% of quorum.

16.2.2 For the purposes of this article, graduate student members shall be considered to constitute a faculty.

16.2.3 Once the member deems that all the conditions regarding the submission of the referendum question have been fulfilled, she/he shall deliver the proposed question and signatures of support to the Society CRO.

16.2.4 A member of the Society may also elect to propose a referendum question to a student representative to the Board of Directors. The director shall take the member's question into consideration, and provide that discussion on said question be added to the agenda of the next duly constituted meeting of the Board.

16.3 Referenda initiated by the Board of Directors: The Board of Directors may place referendum questions directly before the members of the Society.

16.3.1 In order for a referendum question to be deemed receivable, a director must put forward a motion detailing the proposed question at a regular meeting of the Board of Directors.

16.3.2 The motion to approve a Board-initiated referendum question must be seconded, and pass by a single-majority vote of the members present.

16.3.3 At a meeting to approve a Board-initiated referendum question, all student representatives to the Board must be present.

16.3.4 The Chairperson of the Board of Directors shall deliver the approved question to the Society CRO.

16.4 Within two (2) working days of receiving a valid request to have a referendum question placed before members of the Society, the CRO shall have determined whether or not the question is constitutional, interpretable, fair and appropriate. The CRO shall report her/his ruling in writing to all members of the Board of Directors, and to the member proposing the question, if applicable.

16.5 Within two (2) working days of receipt of the CRO's decision, any members of the Board and/or any member of the Society may compel the CRO to refer a proposed referendum question to the Judicial Board, whose verdict may be overruled by a unanimous vote of the Board of Directors.

16.6 The CRO shall run the referendum according to the policies established in the Society's bylaws.

16.7 Inadmissible questions: The following referendum questions shall be
considered inadmissible: a) Questions regarding the restriction or alteration of the right of an individual member of the staff of The Daily to participate in the standing committees or staff of the newspapers; b) Questions regarding the restriction or the setting of rules pertaining to what type of editorial content the staff of The Daily may publish in the newspapers; c) Questions regarding the hiring or release of DPS employees; d) Questions regarding the DPS’s budget during the financial year in progress; e) Questions allowing members to opt-out of the DPS, or otherwise eliminating or reducing its membership; f) Questions reducing or eliminating fees. 16.7.2 A referendum question calling for an official reprimand of the Board of Directors and/or the editorial board of either or both The McGill Daily and Le Délit shall be considered admissible.

16.8 Reaffirmation referenda: A reaffirmation referendum question shall explicitly (1) detail the reasons for the newspapers to exist, (2) ask members whether they continue to support the fee, and (3) provide and specify that a negative vote would result in the termination of the newspapers’ production. a) A reaffirmation referendum may not be initiated directly by a Society member.

17. Passage and Quorum

17.1 Quorum for an AGM is the Board of Directors, the General Manager or his/her representative, and the CRO, or election officers.

17.2 Quorum for a SGM is the Board of Directors, the General Manager or his/her representative, and the CRO, or election officers.

17.3 Quorum for a campus-wide referendum vote is five (5) percent of members of the DPS.

17.4 A motion at an AGM or SGM shall pass if approved by a simple majority of those members voting.

17.5 The motion then voted on by the DPS membership will carry unless its procedure and legality are questioned.

17.6 Any alleged illegality or allegation of procedural irregularity must be presented in writing by any member of the DPS to the CRO, the Board of Directors and the Judicial Board.

18. Judicial Board

18.1 The DPS shall have a Judicial Board, which shall be composed of four (4) senior McGill law students chosen by the Board of Directors. The Board of Directors may choose the SSMU Judicial Board.

18.2 The Judicial Board shall consider complaints brought to it by members of the DPS regarding actions on the part of the DPS bodies and/or officers. They will be called on to hear and advise on matters which are allegedly unconstitutional, or which allegedly contravene the Bylaws of the DPS. The Judicial Board shall consider questions referred to it by a resolution of the Board of Directors of the DPS regarding the interpretation of the Constitution or constitutionality of actions contemplated by the Board of Directors, or procedures for an AGM, SGM or referendum.
18.3 The Judicial Board shall have the right to respond to complaints judged by it to be valid in the following manner:

18.3.1 The Judicial Board may declare null and void initiatives of DPS bodies judged to be in violation of the Constitution or the Bylaws.

18.3.2 The Judicial Board may remove from office any person holding a position within the DPS judged to have blatantly violated the Constitution or the Bylaws.

18.3.3 In the case of persons holding office in The Daily under Bylaw 1, the Judicial Board may consider complaints only after The McGill Daily or Le Délit staffs have been given an opportunity to address the matter.

18.4 The Judicial Board is free to ask for and accept advice from a lawyer.

The English text takes precedence over the French text, and the present version prevails in the case of major differences between either versions.
BYLAW 1
Name, Object, Structure and Procedures of the Daily Publications Society
Download the latest version at www.dailypublications.org

1. Name
1.1 The name of the newspapers published by the Daily Publications Society shall be “The McGill Daily” in English, and “Le Délit” in French (The Daily/Le Délit).

2. Object
2.1 To publish and distribute The McGill Daily in English and Le Délit in French (Daily/Le Délit). To give students a constructive, critical, written forum for the exchange of ideas. To recognize that all events have political, social and economic implications. To recognize and change the uneven distribution of power based on gender, age, social class, race, sexuality, and ability.

2.2 The Editorial Board Committee of each publication year will issue and publish the statement of principles (SOP) for the paper.

3. Staff
3.1 Anyone may contribute to The McGill Daily and Le Délit by writing, photography, office/newspaper management, and/or layout. They will be called contributors. Contributors can only become voting staff by the conditions outlined below.

3.2 Voting staff must be members of the Daily Publications Society (DPS). Staff for The McGill Daily gain voting rights only after contributing at least six (6) articles, or six (6) photos, or six (6) production nights, or twelve (12) hours of other duties related to the operation of the newspaper, or a combination thereof. For Le Délit, staff will gain voting rights only after contributing at least three (3) articles, or three (3) photos, or three (3) production nights or six (6) hours of other duties related to the operation of the newspaper or a combination thereof. If a staff member’s contribution is disputed, it shall be resolved at a general staff meeting.

3.3 Voting staff members who miss three (3) consecutive general staff meetings lose their vote. The voting staff may reinstate that person by a majority vote at a general staff meeting.

4. General Meetings of the Staff
4.1 General staff meetings shall be held at least once every two (2) weeks during the publishing year. Meetings shall be at a time and place determined at a previous meeting, or by the Priorities and Planning Committee or by the Editorial Board (described below).

4.2 General meetings of the staff shall be conducted by Robert’s Rules and/or The McGill Daily/Le Délit Procedures and Policy Manual [The Manual]

4.3 The coordinating editor and/or the Editorial Board and/or the Priorities and Planning Committee will draft an agenda for each meeting. The agenda will be posted before the meeting, and will be voted on at the meeting, according to The Manual.

4.4 The Chairperson of the general staff meeting shall be selected from voting staff

4.5 Quorum for The McGill Daily and for Le Délit is (fifty) 50% of the Editorial Board plus 1(one). Voting staff of one paper cannot vote at the meeting of the other.

4.6 Any member of the Daily Publications Society may be recognized to address the general meetings of the staff except when the meeting is voted into an in camera session

4.7 Minutes are not public, but shall be recorded, maintained in good order by the Staff Secretary. Copies must be available to the General Manager and the Board of Directors.

4.8 The McGill Daily and Le Délit have separate advertising policies

5. Standing Committees of The Daily
5.1 The Editorial Board Committee is a standing committee of The Daily/Le Délit and is elected by methods outlined in The Daily/Le Délit Procedures and Policy Manual. The members of the Editorial Board will receive yearly honoraria. The voting staff may modify the Editorial Board as needed subject to the
approval of the Board of Directors. The Editorial Board Committee consists of:

(for The McGill Daily, totalling 16 honoraria units)
a) Coordinating Editor;
b) Coordinating News Editor;
c) three (3) News Editors;
d) Coordinating Culture Editor;
e) two (2) Culture Editors;
f) Features Editor;
g) two (2) Production & Design Editor;
h) Copy Editor (half position);
i) Web Edition Editor (half position);
j) Mind&Body Editor (half position);
k) Commentary Editor;
l) Photo Editor;
m) Graphics Editor;
n) Science and Technology Editor (half position)

(for Le Délit, totalling 8 honoraria units)
o) redacteur-en-chef
p) chef de section nouvelles
q) chef de section culture
r) two (2) secrétaires de rédaction
s) coordonnateur de la production
t) coordonnateur visuel
u) coordonnateur de la correction

5.1.2 The Editorial Board shall meet at least once very two weeks during the publishing year at a time and place agreeable to this Board. Minutes of the meetings are available to staff, Priorities and Planning Committee and the Board of Directors for consultation.

5.1.3 The coordinating editor shall chair meetings of the Editorial Board

5.1.4 Quorum shall be 50 percent plus one.

5.1.5 Editorial Board responsibilities include:
a) To organize and operate editorial departments of the newspaper;
b) To assign, stories, approve and edit copy, assemble photography and artwork and layout the newspaper;
c) To ensure clear delegation of duties;
d) To recruit, train, and coordinate Daily contributors;
e) To review and assess relations with other newspaper/press organizations;
f) To mediate staff member grievances;
g) To publish commentary on issues of the day and sign the commentary;
h) To respond to questions raised by the student body

5.1.6 The Editorial Board may create committees to research matters affecting the operation or content of the paper. These committee minutes/reports must be kept in good order and submitted to the Editorial Board and/or Board of Directors.

5.1.7 Responsibilities and duties of the individual editors are outlined in the Procedure and Policy Manual of The Daily/Le Délit.

5.1.8 The Editorial Board members receive a yearly honoraria divided over the 8-month publishing period. The honoraria are approved of as part of the annual budget by the Board of Directors.

5.2 The Priorities and Planning Committee (P&P) of the Daily Publications Society is a standing committee of the Board of Directors and is elected by procedures outlined in the Procedures and Policy Manual of The Daily/Le Délit.

5.2.1 The Priorities and Planning Committee shall be composed of five voting members:
a) The coordinating editor - The McGill Daily
b) The coordinating editor - Le Délit
c) Senior manager of the Business Office – ex officio
d) The McGill Daily's editorial board representative to the Board of Directors
e) One other Director from the Board of Directors (elected by the board from members at large).
f) Plus other business office staff in a consultative, non-voting capacity.

5.2.2 Members of this committee may, but do not have to be Board of Director members.

5.2.3 The positions are held for a one-year term starting May 1 (one) and ending April 30 (thirty).

5.2.4 The committee shall meet at least once every two weeks during the publishing year and as often as necessary during the summer, at a time and place agreeable to its members. Where Priorities and Planning for any reason fails to meet regularly the responsibilities and powers of this committee shall be assumed by the General Manager in conjunction with the Board of Directors and its procedures.

5.2.5 The coordinating editors of the Daily and Le Délit and the General Manager shall draft
the agenda for PnP meetings. The General Manager will chair the meetings.

5.2.6 Quorum shall be 3 voting members present.

5.2.7 Responsibilities of the Priorities and Planning Committee (PnP) are:

a) With the General Manager, to see to the day to day operation of the institutional, financial and legal affairs of the DPS.

b) To be entrusted with the power to make purchases of up to $4999 in certain situations without the immediate permission of the Board of Directors, but any purchase over $1000 must be made in consultation with the General Manager and reported to the Board of Directors at the next Board meeting.

c) With the Fiscal Manager, to draft and propose an annual budget and publishing schedule for the newspaper to the Board of Directors.

d) To assist the General Manager in the administration of the affairs of the DPS in keeping with the direction set by DPS constitution.

e) With the General Manager, to recommend to the Board of Directors the hiring and/or release of employees.

f) With the Chairperson of the Board of Directors and the CRO, and the assistance of the General Manager coordinate election/referendum campaigns, procedures.

5.2.8 The Priorities and Planning committee may create committees for research into areas affecting day to day operations of the paper.

5.2.9 Committee reports/minutes must be kept in good order and submitted to the Priorities and Planning Committee and/or Board of Directors. Changes recommended by these committees must be approved by the Board of Directors before any actions can be taken.

6. Elections of Voting Staff to the Editorial Board Committee, Priorities and Planning Committee and the Board of Directors

6.1 The voting staff shall elect from the staff, an Editorial Board Committee, a Priorities and Planning Committee, and Staff Representatives to the Board of Directors.

6.2 The Editorial Board Committee of each year shall set a date, time and place for these elections. These must be held no later than March 30 (thirty) of each year. There shall be a 2-week notice period.

6.3 The elected editors to the Editorial Board Committee, and the elected staff representatives to the Board of Directors, shall be elected for a one-year term. They assume their positions at the start of the publishing and financial year. The positions terminate with the end of the publishing and financial year, or until they resign or are recalled.

6.4 Quorum for these elections is 11 voting staff including 5 editorial board members. The vote will carry by simple majority.

6.5 Positions vacated by resignation or recall must be filled by appointment at a staff meeting by a simple majority of voting staff present, not later than 2 weeks from the resignation or recall date.

6.6 Priorities and Planning Committee representatives are elected for terms outlined in Bylaw 1 section 5.2.c.

6.7 Recall requires a majority of voting staff at a general meeting with a quorum of 50% of the voting staff. For recall see the Policy and Procedures Manual.

6.8 Election Rules are contained in the Policy and Procedures Manual of The Daily/Le Débit.

7. Organizations

7.1 The Editorial Board Committee may recommend joining organizations that benefit the newspaper. The organizations and their respective fees must be approved by the Board of Directors.

Ce document est disponible en français.

The English text takes precedence over the French text, and the present version prevails in the case of major differences between either versions.
BYLAW 2
Structure and Procedures of the Board of Directors

1. Structure
1.1 The Board of Directors of the DPS is the publisher of The Daily/Le Delit. It is the sovereign decision making body for the organization with regard to institutional, financial and legal matters. It has no jurisdiction over editorial content which is the jurisdiction of the Editorial Board.

1.2 The Board of Directors consists of:
   a) The Coordinating Editor The Daily – one (1) Director
   b) The Rédacteur-en-chef of Le Délit – one (1) Director
   c) One voting staff member each from The Daily and Le Délit elected by their respective editorial boards – two (2) Directors
   d) The General Manager (non-voting member).
   e) Eight members elected by the Daily Publications Society from its membership at large – eight (8) Directors
   f) The Community Representative (non-voting member)

TOTALS: A Full Complement DPS Board of Directors = Twelve (12) Voting Student Directors [4 editorial staff and 8 members at large] and two (2) non-voting members – the General Manager and the Community Representative

1.2.2 No more than 4 of the 8 Directors elected from the membership at large can come from any one faculty. They may hold positions at the time of their nomination. At their election they must resign from positions that may result in conflict of interest (for example, certain other Daily or SSMU offices)

1.3 Chairperson
The chair/president is elected by members of and from the Board of Directors. The chair/president of the Board of Directors shall:
   a) Gather names, addresses, phone numbers and time schedules of directors
   b) Set dates, times and places for meetings, and reserve rooms accordingly
   c) Draft agendas for meetings, in consultation with the General Manager
   d) Notify members of dates, times and places of meetings
   e) Ensure that minutes are taken and any other materials for the meetings are ready for the directors' perusal
   f) Open, preside and preserve order at meetings
   g) State and put all questions which are regularly moved or arise in the course of the proceedings and announce the results of any vote
   h) Act as one of the signing officers for the society
   i) Arrange the date, time and place of the AGM, and any SGM, with the directors of the board; and reserve rooms accordingly
j) In consultation with the other directors coordinate with election officers any campaign committees for elections and or referenda

1.4 Secretary
The secretary to the Directors is elected by members of and from the Board of Directors.

1.4.1 The secretary is responsible for taking, and delivering the minutes of each meeting in an orderly and prompt fashion to the Board of Directors.

1.4.2 The secretary is responsible for coordinating with the chairperson any materials, copies of documents, having to do with matters on upcoming agendas.

1.4.3 The secretary is responsible for maintaining and updating Board of Director binders of information. Information binders are kept in the company offices for use by the directors.

1.5 Keeper of the Seal
The company seal is kept in the company offices by the Fiscal Manager.

1.5.1 The seal may be fixed to any document signed by the signing officers, as required.

1.6 Directors of the Board
a) Must be available for at least 1 meeting per month during the publishing year; and when possible during the summer
b) Must give their names, and their temporary and permanent addresses, phone numbers, and their time schedules to the Chair as soon as possible after their election
c) Must attend all meetings of the board or must notify and give their written proxy to the chair
d) Must be available to consult with and/or sit on committees to research matters affecting company operations, i.e. bylaws and constitution
e) Must be available to consult with and/or sit on committees to research and negotiate contracts with, but not limited to, the university and the SSMU.
f) May assign, with the priorities and planning committee, committees to research matters affecting the operation of the paper

1.7 Community Representative
As soon after the AGM as is feasible, the Board shall issue a call for applications for the position of Community Representative, an honorary, non-DPS member, ex officio non-voting member of the Board. The call for applications shall be sent to relevant student groups, community organizations, and individuals at the discretion of the Board.

1.7.1 The call for applications shall stipulate a one-week nomination period, during which time interested individuals may submit a CV and a statement of interest (not to exceed 250 words).
1.7.2 Following the nomination period, Directors shall select by vote (in-person or electronic) one (1) candidate to serve as the Community Representative until the next AGM.

1.7.3 If at any point during the year the Community Representative is unable to fulfill their duties, the Board may vote by a two-thirds (2/3) majority to appoint a replacement Community Representative.

1.7.4 The Community Representative shall serve as an actively communicating liaison between the Board and, as necessary,
   a) alumni within the community,
   b) relevant Montreal community organizations,
   c) and relevant journalism organizations.

1.7.5 The Community Representative has a duty to avoid real or apparent conflicts of interest. The Community Representative shall report any potential conflicts of interest to the Board. At any point, the Board can vote to exclude the Community Representative from portions of meetings when the Board deems a conflict of interest to be present.

2. Meetings of Board of Directors
2.1 Quorum is 5 (five) student directors, and must include one staff representative of The Daily/Le Delit.

2.2 A joint meeting of incoming and outgoing Directors of the board must be held as soon as possible after the election at the AGM of the new directors. The meeting will be convened by the chair or secretary of the outgoing directors. A new chair, secretary and signing officers for the company must be elected at this meeting by the Directors present.

2.3 The first regular meeting of the Board of Directors shall take place as soon as possible after the election of the new directors. The Directors shall meet at least once a month during the publishing year; and as required over the summer. Special and/or emergency meetings may be called as necessary, and as agreed upon by Directors of the Board.

2.4 An annual general meeting (AGM) of Daily Publications Society members must be held once a year. Quorum for that meeting is the full Board of Directors, the CRO or his/her election officers, and the General Manager or his/her representative.

2.5 Directors meetings are subject to rules of order agreed upon by its members and consistent with this constitution and bylaws.

2.6 The Board of Directors can call its regular meetings into in camera session at any time.

2.7 Minutes shall be recorded and maintained in good order by the secretary and provided to
members of the Board of Directors before Bylaw 2 of the Daily Publications Society each meeting. Minutes are public with the following exceptions: in camera sessions, and notes and discussions leading up to resolutions

3. Financial Regulations
3.1 The Financial year-end of the Society shall be April 30 (thirty) of each year, as approved by the Directors.

3.2 The annual audited financial statements of the Society shall be published in The Daily/Le Delit before the occurrence of the AGM.

3.3 Cheques must be signed by two signing officers. One of the officers is a senior manager. The other is one of the two signing officers appointed from and by the board of directors. Documents, such as contracts, agreements, and leases must be signed by a senior manager and either the chairperson of the board or the coordinating editor or their designate from the Board of Directors.
BYLAW 3
Employees of the Daily Publications Society
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1. The General Manager
1.1 A senior manager carries out the duties and the tasks of “General Manager” for the Daily Publications Society. The General Manager is responsible to the DPS Board of Directors.
1.2 Is responsible for the day-to-day operations of the Daily Publications Society
1.3 In conjunction with the Fiscal Manager, provides information (financial, legal, contractual) to the Board of Directors and to the Priorities and Planning Committee.
1.4 Attends meetings of the Board of Directors as a non-voting member and the Priorities and Planning Committee as an ex-officio voting member.
1.5 Administers the company with the Board of Directors in accordance with guidelines and directions of the Constitution and Bylaws of the society.
1.6 Is one of the signing officers of the company, if and only if the Fiscal Manager is not able to perform this duty.
1.7 Is responsible for seeking out and managing current and new advertising accounts for the Daily and Le Débit.
1.8 Acts in a supervisory role for the DPS Business Office by helping to coordinate the schedules and workloads of any and all other Business Office employees.

2. The Fiscal Manager
2.1 An accountant or the equivalent carries out the duties and tasks of “Fiscal Manager” for the Daily Publications Society. The Fiscal Manager is responsible to the DPS Board of Directors.
2.2 Is responsible for day-to-day DPS business including, but not limited to, bookkeeping, accounting, administration of payroll and group insurance, communication with the bank, communication with McGill University for student fees and agreements, communication with SSMU for payables, receivables and leases, communication with federal and provincial governments for taxes and communication with DPS lawyers and auditors.

2.3 Will act as signing officer for the DPS along with two (2) other student signing officers as laid out herein.
2.4 Attends meetings of the PnP committee and the Board of Directors as needed as a non-voting member.
2.5 Acts as the keeper of the DPS company seal (Bylaw 2.1.5).
2.6 Drafts the annual budget of the DPS, and fiscal updates, in conjunction with the General Manager and the PnP committee.

3. Hiring
3.1 Applicants for the positions of General Manager and Fiscal Manager are opened as the need arises by the Priorities and Planning Committee which interviews applicants for the position and presents final candidates to the Board of Directors for hiring approval.

4. Employees of the Daily Publications Society
4.1 Employees of the Daily Publications Society are responsible to the Senior Manager. Employment agreements are signed after three months probation. In the event of any problem or contradiction the Quebec Labour code prevails.
4.2 The employee positions are:
   a) The General Manager as described in Article 1.
   b) The Fiscal Manager as described in Article 2.
   c) The Business Office Assistant (Half-time)
   d) Advertising/Layout Designer
4.3 These may be changed as needed subject to the approval of the Board of Directors. Positions are opened and advertised as the need arises and applicants are interviewed by committee.

Ce document est disponible en français.

The English text takes precedence over the French text, and the present version prevails in the case of major differences between either versions.
BYLAW 4

Selection of the Chief Returning Officer and Judicial Board

Last amended 14 September 2012

1.1 The Board of Directors is responsible for selecting the CRO, election officers and Judicial Board.
1.2 The Board of Directors will choose Chief Returning Officer(s) and Deputy Returning Officer(s) from qualified candidates each year. The Judicial Board will be chosen from senior law students each year.
1.3 The board of directors of the Daily Publications Society may request the Chief Returning Officer (CRO), election officers (ORO) and/or the Judicial Board of the Students Society of McGill University, or another recognized McGill Students Association, to act as their own.
1.4 When the DPS chooses election officers or a Judicial Board of another McGill Student Association, their rules and regulations may apply as long as they do not contradict the Constitution and Bylaws of Daily Publications Society. Where there is a contradiction, the Daily Publications Society Constitution and Bylaws prevail.
1.5 (repealed)
1. General
1.1 The DPS shall have a Judicial Board composed of four (4) senior law students from McGill University.
1.2 The Judicial Board shall consider complaints brought to it by members of the Daily Publications Society regarding actions on the part of members, committees, or directors, which are allegedly unconstitutional, or contravene the Bylaws of the DPS.
1.3 The Judicial Board shall consider questions from the Board of Directors regarding interpretation of the Constitution or the constitutionality of actions by directors or other DPS members.
1.4 The Judicial Board shall consider and render decision as to the constitutionality, interpretability, fairness and appropriateness of proposed amendments and/or fee referenda as provided in the Daily Publications Society Constitution and for procedures for AGM, SGM, elections and referenda.

2. Composition
2.1 The Judicial Board shall be composed of four senior law students, selected not later than May 1 (one) of each year, for terms not to exceed one year.
2.2 The Judicial Board shall be selected as described in Bylaw 4 of the Daily Publications Society.

3. Referring matters to the Judicial Board: Procedure and Process
3.1 Daily Publications Society members may seek to have a perceived violation of the Constitution or Bylaws of the Society redressed by the Judicial Board.
3.2 This complaint must be filed in writing to the Judicial Board. The Judicial Board shall notify the directors of the complaint in writing, and make copies of the complaint available to those directors.
3.3 The Judicial Board shall establish a hearing date to consider the complaint.
3.4 The Board of Directors and the Plaintiff shall receive 5 (five) working days written notice of the hearing date.
3.5 At the hearing, the Plaintiff and the Defendant must be accorded reasonable and equal time to address the matter. The Judicial Board may hear comments from other parties.
3.5.1 The Judicial Board may consider the opinions of professional legal counsel of the affected parties.
3.6 The Judicial Board shall consider the matter and render a majority decision within 4 working days. The decision must be submitted in writing to the Board of Directors, and the Plaintiff.
3.7 A Judicial Board member who dissents from the majority opinion shall submit a minority report to the Board of Directors and the Plaintiff.

4. Chair of the Judicial Board
4.1 The Judicial Board shall elect one of its members to be chair. The Chair is responsible for:
   a) communication between the Judicial board and the CRO or election officers;
   b) communication between the Judicial board and the DPS Board of Directors;
   c) arranging and reporting results of hearings;
4.2 The Judicial Board will use accepted rules of procedure.

Ce document est disponible en français.

The English text takes precedence over the French text, and the present version prevails in the case of major differences between either versions.
BYLAW 6
Referenda Regulations

Last amended 20 November 2012

These by-laws apply only to referenda conducted by the Daily Publications Society. Note that reaffirmation/fee-renewal referenda are conducted according to the procedure outlined in Article 25. Any mention of candidates shall be interpreted to mean referendum committee. All provisions must be consistent with the Constitution of the Daily Publications Society. The interpretation of these by-laws shall be limited by their explicit content.

I INTERPRETATION
1. Interpretation
1.1 In this by-law, the following terms shall be interpreted as defined below.
   a) "Days" as used in this by-law do not include weekends (Saturday or Sunday) or holidays (civic and academic)
   b) "Returning dates" include, but are not limited to, the dates for the opening and closing of nominations, the opening and closing of campaign periods, the referendum question deadlines, the all candidates debate, the advance poll(s) and the general polls.
   c) "Public notice" shall refer to notice in a written format that is either sent to all members of the Society, by electronic means or other, or notice that shall be placed in public view or advertised in student media that is freely accessible to all members of Society.
   d) "Sanction" shall mean any fine or penalty assessed by the CEO including disqualification from elections or overturning the results of an election or referendum.
   e) "Censure" shall refer to a public notice disseminated by Elections DPS in response to a campaign infraction which describes the infraction and explains why Elections DPS issued a censure in response to said infraction.
   f) "External" shall refer to any group or individual outside the editorial boards of The Daily and Le Délit, the DPS Board of Directors, and the DPS Business Office.
   g) "Endorsement" shall refer to a singular instance of a public statement of opinion towards a referendum committee reflecting the position of an organization as a whole, or a particular individual, subject to their established decision-making process.

II GENERAL
2. The Chief Electoral Officer
   2.1 The Chief Electoral Officer (hereinafter "CEO") shall oversee the operations of Elections DPS and be responsible for administering the Society’s elections and referenda.
   2.2 In addition to the duties laid out in the Constitution, the CEO is responsible for ensuring that the Deputy Chief Electoral Officer abides by the rules and guidelines governing elections, and does not contravene the Constitution, By-Laws, or Policies of the Society.
   2.3 In the event that the CEO and the Deputy CEO make inconsistent rulings or declarations, the ruling or declaration of the CEO shall prevail and be deemed final.
3. The Deputy Chief Electoral Officer
   3.1 The Deputy Chief Electoral Officer (hereinafter "DCEO"), should the CEO deem it necessary that a DCEO be hired, shall assist the CEO in the fulfillment of the CEO’s duties to the
extent allowed by the CEO. In particular, the DCEO shall be responsible for enforcing the campaign regulations contained in this by-law.
3.2 In the extended absence of the CEO, the DCEO shall assume all the duties of the CEO.
3.3 The CEO and DCEO shall review all nomination and petition forms after they have been submitted to the Society's office.
3.4 A signature for nomination and petition purposes shall be valid only if it is accompanied by a corresponding name, student identification number, faculty, and program year.
4. (Repealed)
5. Elections DPS
5.1 The CEO, together with the DCEO, shall form an independent and impartial agency associated with the DPS named "Elections DPS." This organization shall be the sole body to administer the Society's referenda and shall be synonymous with the "Office of the Chief Electoral Officer."
6. Transmission of Motions of The Board to Elections DPS
6.1 The transmission to Elections DPS of motions passed by the Board pertaining to elections and referenda shall be the responsibility of the Chair of the Board.
6.2 Any and all motions pertaining to elections, referenda or Elections DPS shall be passed by the Board no less than ten (10) days prior to the opening of advanced polls.
6.3 Any motion of the Board pertaining to elections or referenda that is not transmitted to Elections DPS ten (10) or more days prior to the opening of advanced polls shall be deemed spent and of no force or effect.
7. Setting of Election Periods
7.1 The CEO shall submit all Returning dates for the approval of The Board. These dates shall be determined in keeping with the DPS Constitution and Its By-laws.

III ELECTIONS & REFERENDA
8. Information Meeting
8.1 Elections DPS shall organize and promote an information meeting for all candidates before the start of the election campaign period. The purpose of this meeting shall be to inform candidates about Returning regulations and of important times and dates. All candidates and referenda committee chairs absent from this meeting will be deemed to be in full knowledge of the information dispersed at this meeting.
9. (Repealed)
10. Referendum Questions
10.1 The CEO shall either approve or reject each referendum petition within three (3) days of its receipt.
10.1.1 All student-initiated referendum questions shall be circulated to The Board within twenty-four (24) hours after the petition is approved.
10.2 Notice of the referendum and detailed instructions regarding the formation of "Yes" and "No" committees shall appear as soon as possible in the Daily, and Le Delit Français following the acceptance of either a referendum petition by the CEO, or of a Board-initiated referendum.
11. Referendum Committees
11.1 The Board may pass a motion forming a "Yes" or a "No" committee, and not both, for accepted referenda questions. The name and phone number of a chair, plus a signed list of committee members, must be submitted to Elections DPS during the designated nomination. The Chair of the Board or his/her delegate is responsible for ensuring this committee is properly formed.
11.1.1 A member of the Society may form a "Yes" or a "No" committee, and not both, for accepted referenda questions through a petition signed by one hundred members of the Society for that purpose. The name and phone
number of a chair, plus a signed list of committee members, must be submitted to the CEO during the designated nomination period. 11.2 Any referendum committee believed by the CEO to have received any assistance, either direct or indirect, with the exception of endorsements, from person(s) or organization(s) apart from the funding and assistance stipulated in this bylaw shall be subject to sanction up to and including; public censure, closure of the Referendum committee and/or nullification of the referendum.

11.3 After the "Yes" or "No" committee is formed in accordance with these By-Laws, the chair of the committee may recruit additional committee members by submitting their names to Elections DPS.

11.3.1 Any member, and only members, of the Daily Publications Society may serve as committee members.

11.4 Additional committee members may only begin campaign activities upon receipt of written acknowledgement of their admission to the campaign committee by Elections DPS.

12. Withdrawals

12.1 Withdrawals of referenda questions will be accepted by Elections DPS until twenty-four (24) hours before the opening of the first advance poll.

IV CAMPAIGNING

13. Campaigning

13.1 All forms of campaigning are permitted within, and only within, a ten (10) day campaign period, unless they are explicitly prohibited under the by-laws below.

13.2 (Repealed)

13.3 Each referendum committee shall be entitled to display posters in the Shatner Centre in accordance with regulations set forth by the SSMU.

13.4 During the campaign period all referendum committees shall be entitled to post no more than four hundred (400) posters during the campaign period of eight and half by eleven inches (8.5"x11") each. The CEO shall implement a secured system to ensure that no committee exceeds this limit. No other type of poster shall be allowed.

13.5 The CEO shall not be responsible for enforcing University building regulations.

13.6 The following shall be limitations on candidates' rights to campaign.

13.7 No banners supporting a candidate, position, slate or referendum committee may be hung anywhere on University grounds. A banner is defined as any campaign material larger than four hundred and thirty two (432) square inches.

13.8 Non-affixed campaign literature (handbills) may be handed out only in person by a candidate or member of a referendum committee to a member of the Society, and only on McGill campus unless told otherwise, in writing, by the Chief Electoral Officer.

13.8.1 Any person distributing nor-affixed campaign literature or participating in any campaign activities must produce their McGill Student ID Card and any other relevant documentation when asked to do so by an officer of Elections DPS or their designate.

13.9 Failure to produce adequate identification will result in the uncompensated confiscation of campaign material in the person's possession as well as any other sanctions the CEO deems appropriate.

13.10 Campaign stickers may not be attached to University, City of Montreal or SSMU property.

13.11 Committees may not distribute food or any other gifts in kind for any purpose during campaign or voting periods.
13.12 Committees may not send unsolicited electronic mail as defined by the CEO for the purpose of campaigning.
13.13 No paper campaign materials may be distributed, affixed or publicly shown in classrooms or within the theft security perimeters of McGill libraries.
13.14 Posters may only be affixed indoors in buildings operated by McGill University or SSMU.
13.15 Candidates and referenda committees are responsible for the removal of all campaign posters by 9.00am the day following the end of campaigning. Candidates who do not remove their posters by said hour shall be subject to sanction by the CEO.
13.16 Other than news coverage, no candidate or campaign committee shall have access, either directly or indirectly, to radio public service announcements.
13.17 Where possible, campaign posters are to be produced on reused paper (i.e., printed already on one side).
13.18 Where it is not possible to print posters on reused paper, posters must be printed on 100% post-consumer recycled paper.
13.19 Candidates or referendum committees found to have printed posters on paper which is not made of 100% recycled materials shall be subject to sanctions.
13.20 The CEO may prohibit the dissemination of campaign materials that, in his/her judgment, contravenes the Constitution, By-Laws or Policies of the Society. Candidates may choose whether to seek the approval of the CEO before disseminating any information, but they shall nevertheless be held ultimately responsible for any material disseminated on their behalf that contravenes the Constitution, By-Laws or Policies of the Society. Referendum Committees should be made aware at the candidates' information meeting that any such contravention may result in their disqualification from the election.
13.21 (Repealed)
13.22 There shall be no campaigning on any property operated by the SSMU with the exception of the Shatner University Centre.
13.23 Campaign activities may only be carried out by members of the Society.
13.24 All campaigning must be carried out by authorized members of the referendum committee.
13.25 Referendum committees shall not engage in slanderous campaigning or false representations about the opposition. No one shall interfere with the distribution of campaign material.
13.26 (Repealed)
13.27 Either committee may seek endorsements from, and only from, any external organization or external member of the Society.
14. Sanctions for Campaign Violations
14.1 Material that contravenes the Constitution, By-Laws or Policy Manual of the Society will be subject to confiscation by the CEO.
14.2 In the case of an election, the CEO is empowered to disqualify a candidate or candidates or invalidate the election of any successful candidate who has continued to use material the same as or substantially similar to that which was previously confiscated by the CEO. In the case of a referendum, the CEO is empowered to invalidate the referendum if a committee on the prevailing side of the question continues to use material the same as or substantially similar to that which was previously confiscated by the CEO.
14.3 In the case of an election, any violation of the campaign funding rules may result in the
invalidation of the successful candidate. If such were to occur, the runner up will be deemed the successful candidate. In the case of a referendum, any violation of the campaign funding rules by a committee on the prevailing side of the question may result in the invalidation of the referendum.

14.4 The CEO has the discretion to disqualify, withhold reimbursement from, or officially reprimand/censure a candidate or referendum committee in addition to declaring an election or referendum invalid for any infraction of the Returning by-laws at his/her discretion.

14.4.1 The CEO may at his/her discretion provide for other sanctions.

14.5 Should parties not external to the DPS fail to comply with these regulations or in any way aid or abet the circumvention of these bylaws, the CEO may, at their discretion, issue public notice of the infractions, and/or impose penalties and/or fine to the entities/person(s) involved.

15. Spending Limits

15.1 Each referendum committee shall be permitted to spend and be reimbursed for a maximum of $300.

15.2 All referendum committees must pay fair market value for their campaign materials. "Fair market value" means "the lowest price for a given product available in the Montreal region to all persons who approach a person or company that sells or deals in that product or service." In cases where a referendum committee receives or purchases materials for less than fair market value, the referendum committee must nevertheless declare the fair market value for such materials. The fair market value of materials shall be counted towards total campaign expenditures.

15.3 The CEO shall have the final say in what constitutes fair market value.

15.4 At the discretion of the CEO, reimbursement may be withheld from any referendum committee for any infraction of the Constitution or these By-laws.

15.5 (Repealed)

15.6 Committees are to submit their campaign receipts and requests for reimbursement to the CEO within three (3) days of the announcement of the election results.

15.7 Elections DPS shall review all receipts and shall prepare and make available a summary of all requests for reimbursement to all committee chairs within five (5) days of the announcement of results a summary of all requests for reimbursement.

15.8 Each committee is entitled to request an inquiry into the campaign spending of another candidate(s) within 3 days of the CEO’s publication of candidate expenditures. In the case of an inquiry, the CEO shall evaluate the campaign spending of the candidate in question on the basis of the fair market value of his/her campaign materials.

V POLLING, SCRUTINEERING, VOTING & COUNTING

16. (Repealed)

17. (Repealed)

18. Online Voting System

18.1 All voting shall be conducted using Election McGill’s Online Voting System (OVS).

18.2 In the event that OVS is not operational during all or part of a Returning period, Elections DPS shall make paper ballots available to all eligible electors.

18.3 Only the CEO and DCEO shall have access to the administrative functions of OVS.

18.4 Administrative passwords to OVS shall be changed at the beginning of each Returning period.

18.5 The CEO shall upload the official ballot to the OVS in the presence of the DCEO or, if no
DCEO has been hired, in the presence of one member of each referendum committee should the committees so desire.
19. Voting
19.1 The date and time of poll openings and closings will be published no later than twenty-four (24) hours prior to the opening of the polls in the McGill Daily (both English and French publications).
19.2-9 (Repealed)
19.10 The polling period shall last seven (7) days.
19.11 Results are to be announced by Elections DPS at a pre-established time and place.
19.12 (Repealed)
19.13 All ballots, referendum questions, plebiscite questions and instructions shall be available in English and French.
20. The Count
20.1 Votes cast through the Online Voting System shall be tabulated by the CEO in the presence of the DCEO or, if no DCEO has been hired, in the presence of one member of each referendum committee should the committees so desire.
20.2 (Repealed)
20.3 (Repealed)
20.4 (Repealed)
20.5 (Repealed)
20.6 The CEO may order further recounts if he/she deems them necessary.
20.7 (Repealed)
21. Tie Votes
21.1 In the event of a tie, a referendum question shall be deemed defeated.

VI FINAL PROVISIONS
22. Announcement of Results
22.1 Upon completion of the ballot counting, the CEO shall announce publicly the unofficial results of the elections, and submit the official results in writing to the Business manager on the business day following the tabulation of results.
23. Invalidation and Disqualification
23.1 In the case of any grave violation of the Constitution or By-laws referendum committee, the CEO shall invalidate the election or referendum if, in his/her determination, a violation of the Constitution, By-laws or Returning regulations has adversely affected the outcome of the election or referendum. In making this decision, the CEO may consider the conduct of the parties and the seriousness of the violations.
24. Appeals
24.1 All appeals to the Judicial Board regarding the conduct of an election or referendum must be made no later than ten (10) days after the written announcement of election results or any official announcement made by Elections DPS.
24.2 All petitions to the Judicial Board regarding elections or referenda that are made more than ten (10) days after the written transmission of the official results of elections or referenda to the Business Manager shall be deemed absolutely prescribed and equitably stopped.
24.3 The Judicial Board shall not have jurisdiction to examine, try or hear any action that is submitted more than ten (10) days after written results are transmitted to the Business and Advertising Manager.
24.4 Notwithstanding Judicial Board rules of practice or procedure, all appeals arising from elections and referenda shall be heard in the semester that they are launched.
24.5 Any case that is not adjudicated during the semester that it is launched shall be deemed moot.
25. (Repealed)
BYLAWS 8
Public Editor
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1.1 The Public Editor is an unpaid position independent of the Editorial Board.

2. Election of the Public Editor
2.1 The Public Editor will be chosen by Board of Directors members by a simple majority vote from amongst the candidates who have submitted the proper documentation, as specified in the job description distributed to candidates.

2.2 Only applicants who are members of the DPS at the time of application submission will be considered as candidates.

2.3 In choosing the Public Editor, the Board of Directors will decide whether any conflicts of interest exist between the powers and responsibilities of the Public Editor position and any powers and responsibilities possessed by an applicant at the time of application. Any conflict of interest so decided by the Board of Directors will be sufficient cause to disqualify an application.

3. Dismissal of the Public Editor
3.1 Any member of the DPS may ask to dismiss the student holding the position of Public Editor, for valid cause, by collecting the name, signature, student number and faculty of at least fifty (50) members of the DPS on a petition calling for the dismissal of the student. No more than fifteen (15) of the names may come from students in any one faculty.

3.2 The member shall deliver the petition to the CRO, who shall validate the petition.

3.3 If the petition is proper, the CRO shall notify the members of the Board of Directors. The petition to dismiss the student holding the position of Public Editor shall be inscribed on the agenda of the next meeting of the Board.

3.4 At a meeting to dismiss the student holding the position of Public Editor, all student representatives to the Board must be present.

3.5 The motion to dismiss the student holding the position of Public Editor must be proposed and seconded by a Board member following which a simple majority vote will dismiss the student holding the position of Public Editor.

3.6 If the dismissal motion is passed, the position of Public Editor may be filled by a new student, at the discretion of the Board, for the remainder of the issues published.

3.7 If the Board chooses to fill the vacant position, it will be filled by appointment by the Board in accordance with the normal Public Editor hiring procedure.

Ce document est disponible en français.

The English text takes precedence over the French text, and the present version prevails in the case of major differences between either versions.
### APPENDIX D

Approved On-campus distribution locations
in accordance with Section 10.5
DPS ON-CAMPUS DISTRIBUTION

<table>
<thead>
<tr>
<th>#</th>
<th>Street</th>
<th>St #</th>
<th>Building</th>
<th>Copies</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Avenue du Parc</td>
<td>3625</td>
<td>Leacock Entrance</td>
<td>300</td>
</tr>
<tr>
<td>2</td>
<td>Dr Penfield</td>
<td>3625</td>
<td>Leacock McTavish-Penfield</td>
<td>50</td>
</tr>
<tr>
<td>3</td>
<td>Des pins</td>
<td>1430</td>
<td>McGill Residence</td>
<td>50</td>
</tr>
<tr>
<td>4</td>
<td>City Councillors</td>
<td>1430</td>
<td>McGill Residence</td>
<td>50</td>
</tr>
<tr>
<td>5</td>
<td>Dr Penfield</td>
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APPENDIX E

Approved Off-campus distribution locations
in accordance with Section 10.6 of this Agreement

DPS OFF-CAMPUS DISTRIBUTION

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Memorandum

Date: June 19, 2013

To: Professor Morton J. Mendelson, Deputy Provost (Student Life & Learning)

From: Mr. Stephen Strople, Secretary-General

Subject: RENEWAL OF MEMORANDUM OF AGREEMENT WITH DAILY PUBLICATION SOCIETY
[ED12-37]

At its meeting of June 18, 2013, the Executive Committee of the Board of Governors approved the Memorandum of Agreement between The Royal Institution for the Advancement of Learning/McGill University and the Daily Publication Society (DPS), for a five-year term beginning June 1, 2013, and ending May 31, 2018.

The Executive Committee of the Board of Governors also authorized the Deputy Provost, Student Life and Learning, to sign the DPS Memorandum of Agreement and any related documents.