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

WHEREAS the University and the DPS entered into an agreement for the period 2013-2017 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 Campus 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:

   a) 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.
   
   b) 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.
   
   c) 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.
   
   d) 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 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 the Director of Student Accounts. 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 Quebec CPA Order (Ordre des comptables professionnels agréés du 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 that 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
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.

For event-specific permission to use the name, emblems or trademarks of the University, DPS shall obtain express prior written consent from the Office of Communications and External Relations 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 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 provide all students a forum to engage with issues in the form of a letters to the editor section, in both electronic and print form, whether or not those opinions conform with the editorial position of the DPS.

10.3. The DPS will shall adhere to the ethics guide of the Conseil de presse du Quebec, and respect any adjudication of that organization.

10.4. 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 views and opinions expressed in the Daily are those of the authors and do not reflect the official policy or position of McGill University. The McGill Daily is not affiliated with McGill University.*

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

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

10.6. 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.

10.7. 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.

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

10.9. The distribution of the Publications on University property 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).

10.10. Notwithstanding section 10.9, and subject to the University's rights in article 6, off campus distribution of the Publication is permitted.

10.11 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.

10.12 Notwithstanding the generality of the foregoing, the permission granted to the DPS 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

11.11 The DPS represents, warrants and covenants that:

11.11.1 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.

11.11.2 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;

11.11.3 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;
11.11.4 it is and shall maintain its status as a corporation 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:

a) 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;

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 the DPS and take appropriate measures to do so;

c) 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.

d) 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.

11.11.5 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 policies and regulations concerning students’ rights and responsibilities that has the effect of depriving them of their status as a student of the University.

11.11.6 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:

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

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

c) a copy of the annual Certificate of Insurance obtained in accordance with Article 4 herein;

d) 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

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

12.11.1 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;

12.11.2 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 in the University Secretariat located at https://www.mcgill.ca/secretariat/policies-and-regulations when an audit reveals irregularities in the management or administration of the books, financial records, accounts or corporate affairs of the DPS;

12.11.3 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 Procedure (Sections 620 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 12, 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

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

14.12 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:

15.11 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.

15.12 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.

15.13 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 Policy on the Responsible Use of McGill Information Technology Resources.

15.14 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.
15.15 Subject to the conditions set out in Article 6, 10.1 and 10.4; the University grants the DPS the right to use “McGill” within its domain www.mcgilldaily.com, its own independent interactive website.

15.16 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

17.11 The term of the present agreement is five (5) years beginning on June 1, 2018 and ending on May 31, 2023.

17.12 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 2022, 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?

17.13 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.
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.

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] 3/5/2018
Chair, Board of Directors
date

McGILL UNIVERSITY

Per: [Signature] 5/5/2016
Professor Olivier Dyens
deputy Provost (Student Life and Learning)
date
**APPENDIX A**

DPS Fee Schedule
in accordance with Section 1 of this Agreement

**DPS Fee Schedule for Year 2018-2019**

<table>
<thead>
<tr>
<th>Category</th>
<th>Fee per term</th>
</tr>
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<tbody>
<tr>
<td>Undergraduate Students on the Downtown Campus</td>
<td>$6.00</td>
</tr>
<tr>
<td>(excluding Continuing Education students)</td>
<td></td>
</tr>
<tr>
<td>Graduate Students on the Downtown Campus</td>
<td>$3.35</td>
</tr>
<tr>
<td>(excluding students classified as non-residents)</td>
<td></td>
</tr>
<tr>
<td>Full-time, Part-time, Half-Time</td>
<td></td>
</tr>
<tr>
<td>Additional Session/Non-thesis Extension/</td>
<td>$1.68</td>
</tr>
<tr>
<td>Thesis Evaluation Term</td>
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</tr>
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</table>

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

<table>
<thead>
<tr>
<th></th>
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<tr>
<td>$0- $99,999</td>
<td>$530</td>
<td>$546</td>
<td>$563</td>
<td>$580</td>
<td>$597</td>
</tr>
<tr>
<td>$100,000-$149,999</td>
<td>$796</td>
<td>$820</td>
<td>$844</td>
<td>$869</td>
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<tr>
<td>$150,000-$199,999</td>
<td>$1061</td>
<td>$1093</td>
<td>$1126</td>
<td>$1160</td>
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<td>$200,000-$249,999</td>
<td>$1326</td>
<td>$1366</td>
<td>$1407</td>
<td>$1449</td>
<td>$1493</td>
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<td>$250,000 or more</td>
<td>$1857</td>
<td>$1912</td>
<td>$1970</td>
<td>$2029</td>
<td>$2090</td>
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APPENDIX C

Charter documents, Constitution and By-laws of the DPS
in accordance with Section 10 of this Agreement
Bylaws of the Daily Publications Society

Amended by the Board of Directors 2016-10-20
Confirmed by members 2016-10-26

1. General

1.1. Definitions

In the bylaws of the Daily Publications Society, unless the context otherwise requires:
(a) "Act" means the Canada Not-for-Profit Corporations Act;
(b) "annual meeting of members" means a meeting held in accordance with section 3.1;
(c) "articles" means articles of incorporation or articles of continuance;
(d) "director" means a member of the Board of Directors as described in part 4;
(e) "DPS" means the Daily Publications Society;
(f) "DPS fee" means the Daily Publications Society Fee charged by McGill University;
(g) "editor" means a member of the editorial board;
(h) "editorial board" means a body described in part 5;
(i) "employee" means an employee of the DPS as described in section 6.6;
(j) "Judicial Board" means the Judicial Board of the SSMU;
(k) "Le Delit" means the French-language newspaper published by the DPS;
(l) "meeting of members" means an annual or special meeting of members;
(m) "meeting of the staff" means a meeting held in accordance with section 3.4;
(n) "member" means a member of the DPS as described in section 2.1;
(o) "officer" means an officer of the DPS as described in part 6;
(p) "ordinary resolution" means a resolution passed by majority vote;
(q) "PGSS" means the Post-Graduate Students' Society of McGill University;
(r) "publication" means The Daily or Le Delit;
(s) "special meeting of members" means a meeting held in accordance with section 3.2;
(t) "SSMU" means the Students' Society of McGill University;
(u) "staff contributor" means a contributor to a publication as described in section 2.4;
(v) "The Bull & Bear" means the magazine published by the Management Undergraduate Society at McGill University;
(w) "The Daily" means The McGill Daily, the English-language newspaper published by the DPS;
(x) "The McGill Tribune" means the newspaper published by the Tribune Publication Society at McGill University;
(y) "University" or "McGill University" means McGill University/the Royal Institution for the Advancement of Learning;
(z) "voting staff contributor" means a staff contributor entitled to vote at meetings of the staff in accordance with section 2.4.
1.2. Interpretation

(1) In the interpretation of these bylaws, "she" and "her" includes individuals of all genders.

(2) In the event of a conflict between the English and French versions of these bylaws, the English version takes precedence.

1.3. Dispute resolution

(1) In the event that a dispute among members, directors, or officers of the DPS arising out of or related to the articles or bylaws is not resolved in private meetings between the parties, then, without prejudice to the parties, any of the parties may appeal for the resolution of such dispute to the Judicial Board of the SSMU.

(2) The Judicial Board agrees to hear cases at its discretion and follows its own rules of practice in the resolution of disputes.

(3) An opinion of the Judicial Board enters into force upon ratification by the Board of Directors of the DPS.

1.4. Amendment of bylaws

(1) Subject to the Act and the articles, the Board of Directors may, by ordinary resolution, amend or repeal these bylaws. An amendment or repeal of the bylaws is confirmed, rejected, or amended at the next annual or special meeting of members.

(2) The amendment or repeal of the bylaws is effective from the date of the resolution of the directors. If the amendment or repeal is confirmed, or confirmed as amended, by the members, it remains effective in the form in which it was confirmed.

(3) If the amendment or repeal of the bylaws is not submitted by the directors to the members as required under subsection (2) or if it is rejected by the members, the amendment or repeal ceases to have effect, and a subsequent resolution of the directors that has substantially the same purpose or effect is not effective until it is confirmed by the members.

2. Members

2.1. Conditions of membership

(1) Membership in the DPS is available only to all students duly registered at McGill University. A person eligible for membership who is charged the DPS fee is deemed to be a member of the DPS.
(2) A person eligible for membership who is not charged the DPS fee may apply for membership to the DPS, and becomes a member upon approval of her application by The Board of Directors.

(3) A membership is terminated when a member
(a) ceases to be eligible for membership; or
(b) fails to pay her membership fee in accordance with section 2.5.

2.2. Classes and rights of members

(1) There is a single class of members in the DPS. If the articles provide for more than one class, all members belong to the class known as “general members” in the articles.

(2) Each member is entitled to receive notice of, attend, and vote at all annual and special meetings of members.

2.3. Contributors

(1) Subject to the editorial discretion of the editors of the respective publication, a member may contribute to The Daily or Le Délit. A person who is not a member may contribute to The Daily or Le Délit only with the approval of the editorial board of the respective publication.

(2) A member who contributes to The Daily or Le Délit may receive contribution points for her contributions, and must receive at least one (1) contribution point for each written, visual, or multimedia contribution upon publication thereof. If a member contributes to both The Daily and Le Délit, contribution points are accumulated independently at each publication.

(3) Subject to subsection (2), the editorial boards of The Daily and Le Délit shall each maintain a policy regarding the awarding of contribution points for the respective publication.

2.4. Staff contributors

(1) A member who has accumulated six (6) contribution points at The Daily or three (3) contribution points at Le Délit is a staff contributor to the respective publication. A member who has accumulated the required number of contribution points at both publications is a staff contributor to both The Daily and Le Délit.

(2) A staff contributor is entitled to receive notice of and attend all meetings of the staff of the respective publication. A staff contributor to The Daily is entitled to vote at all meetings of the staff of The Daily. A staff contributor to Le Délit is entitled to vote at a meeting of the staff of Le Délit only if she is a candidate in an election held at that meeting, or if she is an editor of Le Délit.
2.5. Fees and referenda

(1) Each member pays a semi-annual membership fee, charged at the beginning of the Fall and Winter terms of each academic year.

(2) For members who are charged the DPS fee, the DPS fee constitutes the membership fee. Subject to any agreement between the DPS and the University, the amount of the DPS fee may vary between groups of students.

(3) For members who are not charged the DPS fee, the amount of the membership fee equals the amount of the DPS fee. If the amount of the DPS fee varies between groups of students, the membership fee equals the greatest such amount. The membership fee is payable to the DPS, upon admission into the DPS and subsequently by September 30 for Fall terms and by January 31 for Winter terms.

(4) Subject to any agreement between the DPS and the University, the Board of Directors may, from time to time, call a referendum of one or more groups of students who are charged the DPS fee. The referendum must pertain to the continued support of the DPS through the collection of the DPS fee from the group consulted, a change to the amount of the DPS fee charged to the members of the group, or both.

(5) Quorum for a referendum is three (3) per cent of the group of students consulted. If two or more groups are consulted independently, quorum is established separately for each group.

3. Meetings of members and of the staff

3.1. Annual meetings of members

(1) The Board of Directors determines the date and location of the annual meeting of members. The meeting is held between September and April, no later than six (6) months after the end of the preceding financial year.

(2) The regular agenda for an annual meeting of members consists of the following items:
   (a) receipt of the report of the chair;
   (b) consideration of the annual financial statements;
   (c) receipt of the report of the public accountant;
   (d) appointment of the public accountant;
   (e) election of directors in accordance with section 3.3;
   (f) discussion of matters brought forward by members.

(3) Subject to the Act and to section 3.3, special business may be transacted at an annual meeting of members.
3.2. Special meetings of members

The Board of Directors may, at any time, call a special meeting of members, provided that it is held between September and April.

3.3. Notice, quorum, and procedure

(1) Notice of the time and place of a meeting of members is given by at least one of the following means:
   (a) by e-mail communication to the members, no more than 35 days and no fewer than 21 days before the meeting date; or
   (b) by publication, online and in print, at least once in each of the three (3) weeks immediately before the meeting date, in The Daily and Le Délit.

(2) A notice of an annual meeting of members must state that the annual financial statements and the report of the public accountant are available at the office of the DPS and any member may, on request, obtain a copy free of charge.

(3) A notice of a special meeting of members, or a notice of an annual meeting of members at which special business is to be transacted, must specify the nature of that business in sufficient detail to permit a member to form a reasoned judgment on the business.

(4) Quorum for a meeting of members is twenty-five (25) members.

(5) Subject to the Act and to these bylaws, a meeting of members proceeds according to the most recent edition of Robert’s Rules of Order. The Board of Directors may adopt supplementary standing rules for a particular meeting of members.

(6) The Board of Directors appoints a presiding officer, a recording secretary, and at least two (2) ballot counters for a meeting of members. If there has been a failure to appoint the officers required for the meeting of members to proceed, the officers not appointed are elected at the meeting of members.

(7) One of the ballot counters reports the results of any vote taken by ballot at a meeting of members. The ballots must be kept until the meeting of members is adjourned, during which time a recount may be ordered.

(8) In an election taking place at a meeting of members, a simple majority of votes cast is required to elect a candidate. It is not required that an election be conducted by ballot.
3.4. Meetings of the staff

(1) The editorial board of The Daily or Le Délit may, at any time, call a meeting of the staff of the respective publication. The purpose of a meeting of the staff is at least one of the following:
   (a) to elect editors in accordance with section 5.4;
   (b) to remove editors in accordance with section 5.4;
   (c) to nominate directors in accordance with section 4.4; or
   (d) to discuss any matter determined by the editorial board.

(2) Notice of the time and place of a meeting of the staff is given no fewer than seven (7) days before the meeting date by at least two (2) of the following means:
   (a) by e-mail communication to the staff contributors of the respective publication;
   (b) by publication in the respective publication;
   (c) by publication on the website of the respective publication; or
   (d) by publication on one or more social media platforms through the official account of the respective publication.

(3) A notice of a meeting of the staff must specify the purpose of the meeting. If the purpose of the meeting is to elect editors, the notice must follow the requirements described in section 5.4.

(4) Quorum for a meeting of the staff is ten (10) voting staff contributors of the respective publication, or two-thirds of the voting staff contributors, whichever is lesser.

(5) The editorial board of the respective publication appoints two (2) ballots counters who are familiar with the applicable electoral procedure for a meeting of the staff where an election of editors or a nomination of directors is to be held. A candidate for election or nomination at the meeting of the staff, or an editor whose removal is under consideration, may not be a ballot counter. If a ballot counter is eligible to vote at the meeting of the staff, it is not required that the ballot counter abstain from voting.

(6) The Board of Directors shall maintain a policy detailing the applicable procedure for elections and nominations at the meetings of the staff of each publication.

4. Board of Directors

4.1. Duties and powers

(1) Subject to the Act, the Board of Directors
   (a) manages or supervises the management of the legal, financial, and other affairs of the DPS;
(b) makes such rules and policy as necessary for the conduct of the affairs of the DPS, provided that such rules and policy are consistent with these bylaws;
(c) hires the employees of the DPS;
(d) appoints the officers of the DPS;
(e) appoints standing committees and ad-hoc committees, to carry out specific functions and for a specific term as determined by the Board of Directors.

(2) The Board of Directors sets the financial year of the DPS.

(3) In addition to her duties as a director, the Community Representative oversees the planning and execution of the annual Journalism Week event series, in consultation with the editorial boards of The Daily and Le Délit, the General Manager, and any relevant journalism or community organizations.

(4) The Community Representative receives an honorarium following the performance of her duties regarding Journalism Week, the amount of which is set by the Board of Directors.

(5) Subject to subsection (5), directors receive no remuneration with respect to their duties. The Board of Directors may authorize the reimbursement of expenses reasonably incurred by directors in the exercise of their duties. Subject to these bylaws, directors may receive reasonable remuneration for services to the DPS that are performed in any other capacity, including as officers of the DPS.

(6) The Board of Directors has no authority over the editorial content and editorial decisions of The Daily and Le Délit.

4.2. Composition and term

(1) As provided for in the articles, the Board of Directors consists of no fewer than six (6) but no more than twelve (12) directors, as follows:
   (a) two (2) Representatives of the Editorial Board of The Daily;
   (b) two (2) Representatives of the Editorial Board of Le Délit;
   (c) one (1) Graduate Representative;
   (d) one (1) Employee Representative;
   (e) one (1) Community Representative;
   (f) five (5) Student Directors.

(2) A director holds office until the annual meeting of members that follows her election or appointment.

4.3. Qualifications

(1) No person may be a director who
(a) is an editor of The Daily or Le Délit, with the exception of a Representative of the Editorial Board of The Daily or Le Délit;
(b) is an executive officer of the SSMU;
(c) is an executive officer of the PGSS;
(d) is a director, officer, or editor of The McGill Tribune or of The Bull & Bear; or
(e) fails to meet the qualifications required by the Act.

(2) A director filling one of the following positions must meet the corresponding requirement at the time of her election:
   (a) a Representative of the Editorial Board of The Daily or Le Délit must be an editor of the respective publication;
   (b) a Graduate Representative must be a member of the PGSS;
   (c) an Employee Representative must be an employee of the DPS;
   (d) a Student Director must be a member of the DPS.

(3) A director ceases to hold office when the director dies, resigns, is removed in accordance with section 4.5, or becomes disqualified under subsection (1). A director who no longer meets a requirement of subsection (2) at some point during her term as director does not thereby cease to hold office.

(4) Despite subsection (3), a Representative of the Editorial Board of The Daily or Le Délit who ceases to be an editor prior to the end of her term as editor thereby ceases to hold office as a director, and an Employee Representative who ceases to be an employee of the DPS thereby ceases to hold office as a director.

4.4. Nomination

(1) Prior to a meeting of members where an election of Representatives of the Editorial Board of The Daily or Le Délit to the Board of Directors is required, the voting staff contributors to the respective publication nominate the required number of qualified candidates at a meeting of the staff called for that purpose by the editorial board of the respective publication. Prospective candidates shall indicate their interest at the meeting of the staff and may give a brief speech.

(2) Prior to a meeting of members where an election of directors is required, the Board of Directors nominates the required number of qualified candidates for each position to be filled, with the exception of Representatives of the Editorial Board of The Daily and Le Délit. Prospective candidates must submit to the Board of Directors a letter of intent of no more than 250 words, no fewer than thirty (30) days before the date of the meeting of members or as determined by the Board of Directors.

(3) The Board of Directors may set additional application requirements and procedures for candidates to the position of Community Representative. The Board of Directors makes
reasonable efforts to adequately publicize this position and any additional requirements and procedures.

(4) Only if there has been a failure to nominate the required number of qualified candidates for a position prior to the meeting of members, nominations for the position are taken from the floor at the meeting of members.

4.5. Removal, filling vacancy, and additional directors

(1) If there has been a failure to elect the minimum number of directors provided for in the articles, the directors then in office must without delay call a special meeting of members to fill the vacancy.

(2) Unless it must be filled at a meeting of members under subsection (1), a vacancy among the directors is filled by the directors then in office.

(3) A director may be removed by majority vote at a meeting of members called for that purpose. Despite subsection (2), a vacancy created by the removal of a director may be filled at the meeting of members at which the director is removed.

(4) A director elected or appointed to fill a vacancy holds office for the unexpired term of her predecessor.

(5) The Board of Directors may appoint one or more additional directors, who hold office until the close of the next annual meeting of members, but the total number of directors so appointed may not exceed one third of the number of directors elected at the previous annual meeting of members.

(6) In filling a vacancy among directors or appointing additional directors, the nominations process under section 4.4 applies with such modifications as the circumstances require.

4.6. Meetings of directors

(1) The Board of Directors meets monthly between September and April, and may hold special meetings at its discretion. A meeting of the Board of Directors is called by the Chair or by no fewer than two (2) other directors.

(2) Written notice of a meeting of directors is given to all directors no fewer than five (5) days before the meeting date, by e-mail or otherwise. Notice of a meeting is not necessary if all of the directors are present, and none objects to the holding of the meeting, or if those absent have waived notice of or have otherwise signified their consent to the holding of such meeting.
Bylaws of the Daily Publications Society

3. Quorum for a meeting of directors is a majority of directors then in office.

4. The Chair presides over the meetings of the Board of Directors. In the absence of the Chair, a presiding officer is elected from among the directors present at the meeting.

5. At each meeting, the Board of Directors appoints a recording secretary, who keeps minutes of the meeting. Minutes of meetings of the Board of Directors are available to members upon request, with the exception of minutes of confidential sessions.

6. Unless the Board of Directors decides by majority vote to hold a confidential session, any member of the DPS, as well as the General Manager, may attend a meeting of directors. The Board of Directors may also grant any other person the right to attend and be heard at a meeting of directors.

7. The Board of Directors sets the rules of procedure for meetings of directors.

8. A director may participate in a meeting of directors by means of a telephonic or electronic communication facility that permits all participants to communicate adequately with each other during the meeting.

9. A resolution in writing, signed by all the directors entitled to vote on that resolution at a meeting of directors, is as valid as if it had been passed at a meeting of directors.

4.7. Committees

1. The Board of Directors may appoint DPS members who are not directors to a committee of the Board of Directors, provided that the members so appointed do not constitute a majority of the members of the committee.

2. Quorum for a committee of the Board of Directors is a majority of its members.

3. The chair of a committee of the Board of Directors must report monthly on the committee's activities to the Board of Directors.

4.8. Protection of directors

1. A director shall make reasonable efforts to avoid placing herself in a position of conflict of interest between her personal interest or that of a corporation of which she is a shareholder, director, or officer, and that of the DPS, and she shall declare any conflict of interest to the Board of Directors. Any such director shall abstain from voting on matters pertaining to such conflict of interest, and shall abstain from attending and participating in deliberations on such matters except as otherwise decided by the Board of Directors.
(2) Subject to the Act, the DPS may indemnify a present or former director against all costs, charges, and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative, or other proceeding in which the individual is involved because of her association with the DPS if
(a) the individual acted honestly and in good faith with a view to the best interests of the DPS; and
(b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that the individual's conduct was lawful.

5. Editorial boards

5.1. Duties and powers

(1) The editorial board of The Daily or Le Délit, at the respective publication:
   (a) selects, assigns, and edits written, visual, and multimedia content;
   (b) lays out the print newspaper and maintains the publication's online presence;
   (c) recruits, trains, and coordinates contributors;
   (d) editorializes on issues of the day;
   (e) develops and maintains relations with other newspapers or press organizations, including membership in the latter.

(2) The editorial board has the authority to reject an advertisement or a class of advertisements in the respective publication, whether in print or online, and may maintain a policy to that effect.

5.2. Composition and term

(1) The editorial board of The Daily consists of twenty (20) editors, as follows:
   (a) one (1) Coordinating editor;
   (b) one (1) Managing editor;
   (c) one (1) Coordinating News editor;
   (d) two (2) News editors;
   (e) two (2) Commentary editors;
   (f) two (2) Culture editors;
   (g) one (1) Features editor;
   (h) one (1) Sci+Tech editor;
   (i) one (1) Sports editor;
   (j) one (1) Illustrations editor;
   (k) one (1) Photos editor;
   (l) two (2) Multimedia editors;
   (m) one (1) Copy editor;
(n) one (1) Design & Production editor;
(o) one (1) Web editor;
(p) one (1) Social Media editor.

(2) The editorial board of Le Délit consists of sixteen (16) editors, as follows:
(a) one (1) editor in chief;
(b) one (1) production coordinator;
(c) one (1) Actualités section head;
(d) one (1) Actualités secretary;
(e) one (1) Actualités Campus secretary;
(f) one (1) Société section head;
(g) two (2) Culture section heads;
(h) one (1) rotating section head;
(i) one (1) photography coordinator;
(j) one (1) illustrations coordinator;
(k) one (1) multimedia coordinator;
(l) one (1) social media coordinator;
(m) two (2) copy editing coordinators;
(n) one (1) events and community relations coordinator.

(3) The editorial boards of The Daily and Le Délit shall each maintain a mandate detailing the position’s responsibilities for each editor position at the respective publication.

(4) Editors hold office from May 1 to April 30.

5.3. Qualifications and nomination

(1) No person may be an editor of The Daily or Le Délit who is not a member of the DPS.

(2) Subject to subsection (1), the editorial boards of The Daily and Le Délit shall each maintain a policy detailing the requirements and procedures for the nomination of candidates to editor positions.

(3) An editor ceases to hold office when the editor dies, resigns, is removed in accordance with section 5.4, or becomes disqualified under subsection (1).

5.4. Election and removal

(1) A regular election of editors of The Daily and Le Délit is held each year, between March 1 and April 30, at a meeting of the staff called for that purpose by the editorial board of the respective publication. All editor positions are up for election at a regular election, and editors elected at a regular election take office on May 1.
(2) A supplementary election of editors may be held, between the date of the regular election and April 30, at a meeting of the staff called for that purpose by the editorial board of the respective publication, in order to fill the positions that were not filled at the regular election. Editors elected at a supplementary election take office on May 1.

(3) A special election of editors may be held, at a meeting of the staff called for that purpose by the editorial board of the respective publication, in order to fill one or more vacancies or upcoming vacancies in editor positions. Editors elected at a special election take office upon election or when the position becomes vacant, whichever is latest, with a term expiring on April 30.

(4) A notice of a meeting of the staff where an election of editors is to be held must be given no fewer than fourteen (14) days prior to the end of the nomination period if the election is a regular election, and no fewer than seven (7) days prior to the end of the nomination period if the election is a supplementary or special election. The notice must specify the end of the nomination period.

(5) An editor may be removed from her position by a two-thirds vote, taken by ballot, at a meeting of the staff called for that purpose. The editorial board may call such a meeting by majority vote, and must call such a meeting upon receiving a petition to that effect signed by no fewer than ten (10) staff contributors to the respective publication. The editor whose removal is under consideration may not attend or vote at such a meeting.

(6) An editor must give written notice of her resignation to the editorial board of the respective publication no fewer than fourteen (14) days prior to the date of the resignation. If an editor fails to give notice of her resignation, she is deemed to have resigned on the date when she ceased to perform her editorial duties, as determined by the editorial board of the respective publication.

5.5. Compensation

(1) Each editor receives a monthly honorarium from September to April, the amount of which is set by the Board of Directors.

(2) Unless the Board of Directors decides otherwise, an editor who fills or vacates a position mid-month receives a fraction of the amount of the honorarium for that month, in proportion to the portion of the month during which she was an editor.

(3) An editor may receive an honorarium for a month between May and August, at the discretion of the Board of Directors.

(4) The Board of Directors may allocate needs-based financial aid packages to editors, for which all editors of The Daily and Le Délit are eligible to apply. The Board of Directors
ensures the equity of the applications process and makes reasonable efforts to ensure the anonymity of the applicants.

5.6. Meetings of editors

(1) The editorial board meets weekly during the regular publication period of the respective publication, and may hold special meetings at its discretion.

(2) Quorum for a meeting of the editorial board is a majority of its members.

(3) At each meeting, the editorial board appoints a recording secretary, who keeps minutes of the meeting.

(4) The editorial board may grant any person the right to attend and be heard at a meeting of the editorial board or a portion thereof, and may maintain a policy to that effect.

(5) The editorial board sets the rules of procedure for its meetings. In particular, the editorial board may elect to operate by consensus.

6. Officers and employees

6.1. Chair

(1) The Chair is an officer of the DPS. The Chair
   (a) presides over the meetings of the Board of Directors;
   (b) calls the meetings of the Board of Directors;
   (c) maintains the directors' contact information;
   (d) drafts agendas for the meetings of the Board of Directors and distributes meeting minutes and relevant materials;
   (e) reports on the state of the DPS at the annual meeting of members;
   (f) ensures the maintenance of the bylaws and policies of the DPS.

(2) The Chair is appointed by the Board of Directors from among its members. The Chair may not be a Representative of the Editorial Board of The Daily or Le Délit.

6.2. General Manager

(1) The General Manager is an officer of the DPS. The General Manager
   (a) supervises the employees of the DPS and coordinates their schedules and workloads;
   (b) manages the day-to-day operations of the DPS;
   (c) provides legal, financial, and contractual information to the Board of Directors;
   (d) develops and manages advertising accounts for The Daily and Le Délit;
(e) communicates with financial institutions, clients, the University, the SSMU, and the lawyer, public accountant, and printer and distributor of the DPS on relevant matters.

(2) The General Manager is hired in accordance with section 6.6, and is responsible to the Board of Directors.

6.3. Signing officers

(1) The signing officers of the DPS are
   (a) the General Manager;
   (b) the Chair;
   (c) one (1) Representative of the Editorial Board of The Daily, selected by the Board of Directors;
   (d) one (1) Representative of the Editorial Board of Le Délit, selected by the Board of Directors.

(2) Documents in writing requiring execution by the DPS may be signed by any two (2) of the signing officers.

6.4. Chief Returning Officer

(1) The Chief Returning Officer is an officer of the DPS. The Chief Returning Officer ensures and oversees the proper conduct of a referendum conducted in accordance with section 2.5.

(2) The Chief Returning Officer is appointed by the Board of Directors on an ad-hoc basis for a specific term. The Chief Returning Officer may not be a director or an editor of The Daily or Le Délit.

(3) The Board of Directors sets the remuneration of The Chief Returning Officer.

6.5. Executive Coordinator

(1) The Executive Coordinator is an officer of the DPS. The Executive Coordinator oversees exceptional matters, such as tasks associated with the conduct of a referendum.

(2) The Executive Coordinator is appointed by the Board of Directors from among its members on an ad-hoc basis, to carry out a specific function and for a specific term. The Executive Coordinator may not be a Representative of the Editorial Board of The Daily or Le Délit.

(3) The Executive Coordinator may receive an honorarium at the discretion of the Board of Directors, which sets the amount of the honorarium.
6.6. Employees

(1) The employee positions are as follows:
   (a) the General Manager (full-time);
   (b) one (1) Advertising Executive (part-time);
   (c) one (1) Accounting Executive (part-time);
   (d) one (1) Accounting Assistant (part-time);
   (e) two (2) Graphics and Technology Assistants (part-time).

(2) With the exception of the General Manager, employees are responsible to the General Manager.

(3) Employee positions are opened and advertised as the need arises. Applicants are interviewed by a committee of the Board of Directors struck for that purpose, and hired by the Board of Directors. Employment agreements are signed after a probationary period of a duration of three (3) months.

(4) The Board of Directors sets the job descriptions of the employee positions and approves any changes thereto.
### 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>
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<td></td>
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<td>Leacock</td>
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</tr>
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Molson

Gardner