## MEMORANDUM OF AGREEMENT

## BETWEEN

## McGILL UNIVERSITY

AND

SOCIÉTÉ DE PUBLICATION DE LA TRIBUNE 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 845Sherbrooke Street West, in the City and District of Montreal, Province of Ouebec,

(hereinafter referred to as the "University")

AND

SOCIÉTÉ DE PUBLICATION DE LA TRIBUNE INC. a corporation duly incorporated under Part III of the *Loi sur les companies*, having a place of business at 3480 McTavish, Montreal, QC H3A 1X9

(hereinafter referred to as the "SPT")

WHEREAS The McGill Tribune was published by the Students' Society of McGill University ("the SSMU") and has been an integral part of the McGill University student life since 1981;

**WHEREAS** a referendum of undergraduate student from the downtown campus approved the creation of the **SPT** as a separate legal entity independent from the SSMU;

WHEREAS the said referendum also approved the collection of fees for the operating expenses of the SPT:

WHEREAS the SPT was incorporated on August 17, 2010 by Letters Patent issued pursuant to Part III of the **Québec** *Loi sur les companies* [NEQ 1166773706] to publish and distribute a newspaper aimed at the students of McGill University;

## NOW THEREFORE, THE PRESENT AGREEMENT WITNESSES:

## 1. COLLECTION OF FEES

- 1.1 Subject to the approval of the Board of Governors of the University, and in accordance with the terms and conditions set out in this Agreement, the University shall collect in each of the fall and winter sessions during the term of the present Agreement, fees from undergraduate and graduate students on the downtown campus duly registered at the University (the "SPT Fees").
- 1.2 Students governed by the constitution of the Macdonald College Students' Society (MCSS), and by the constitution of the McGill Association of Continuing Education Students (MACES) shall not be assessed SPT Fees.
- 1.3 Such fees to be used by the **SPT** for its operating expenses of the **SPT**. The current **SPT** Fee Schedule appears as **Appendix A** hereto.

- 1.4 The **SPT** 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.
  - 1.4.1 The **first distribution** of the **SPT** Fees shall be paid to the SPT on September 15 and shall reflect fee assessments from June 1 to August 31st.
  - 1.4.2 The **second distribution** of the **SPT** 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.
  - 1.4.3 The **third distribution** of the **SPT** Fess 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.
  - 1.4.4 The **final distribution** of **SPT** 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 **SPT** 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 **SPT** with information on the level of bad debt resulting from its members.
- 1.5 The SPT shall deposit funds in an external account maintained by the **SPT** for its exclusive use.
- 1.6 Upon prior written agreement of the parties, the SPT may have certain funds credited to an internal account of the University for the exclusive use of the SPT in order to cover all University expenses and services made or performed on behalf of and authorized by the SPT.
- 1.7 No adjustments to the **SPT** fees shall be applied or collected by the University unless the Deputy Provost (Student Life and Learning) has confirmed in writing that the formalities required by the **SPT** constitution in respect of a referendum for fee adjustments, applicable law, and this agreement have been followed.
  - As soon as possible, but no later than three (3) calendar weeks prior to the date of any referendum, **SPT** 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, **SPT** shall modify or withdraw the question.
- 1.8 All requests for new fees or fee changes must be sent in writing to the Deputy Provost (Student Life and Learning) by April 1 for implementation in the Fall term and by November

## 2. <u>ACCOUNTING SERVICES</u>

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

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

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

## 3. LOANS AND GRANTS

The **SPT** 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**

- The **SPT** 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 **SPT** 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 **SPT** shall provide evidence of coverage upon execution of the Agreement and annually thereafter. Evidence shall take the form of true copies of the relevant insurance policy or renewal certificate, as the case may be.
- The **SPT** 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 **SPT**, or any act, neglect, omission of the **SPT**, its directors, officers, employees, agents or persons engaged or retained by it.

## 5. MAINTENANCE AND AUDITING OF ACCOUNTS

- All financial records, books and accounts of the **SPT** shall be maintained in accordance with generally accepted accounting principles consistently applied.
- 5.2 The **SPT** 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 SPT' financial year-end is April 30.
- Upon reasonable notice from the University and upon reasonable cause, the SPT shall make available for audit at no cost to the **SPT** all documents relating to:
  - (a) current contracts and expenditures;
  - (b) projected contracts and expenditures; and
  - (c) books, records and accounts.
- The SPT 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 SPT's annual financial statement. The **SPT** shall advise the University of the name of the auditing firm or chartered accountant. In the event the University does not find that firm or the chartered accountant acceptable, for whatever reasons, the SPT shall appoint another firm or chartered accountant acceptable to the University.

## 6. <u>USE OF THE MCGILL NAME OR EMBLEM</u>

- The SPT 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*.
- 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 SPT the right to use the

- word "McGill" in the name of its publication "**The McGill Tribune**". The present grant is not assignable. McGill reserves the right to withdraw its permission at any time and for whatever reason. The **SPT** shall not use the name of the University for any other purpose.
- 6.3 The University's name, trademarks, logo and emblems may not be used in connection, or in any way integrated, with the **SPT**'s name, the name of its Publication or any of their logos and emblems which shall be distinct from those of the University. The **SPT** shall adopt, for the **SPT** activities and its Publication colour and lettering which is distinct from the "McGill" colour and lettering. The approved masthead for its Publication appears in **Appendix C**.
- 6.4 Except as provided for in Article 6.2, for event-specific permission to use of the name, emblems or trademarks of the University, the **SPT** shall obtain express prior written consent from the Secretary-General of the University.

## 7. <u>CONTRACTS AND LEGAL PROCEEDINGS</u>

- 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 **SPT** shall not solicit or receive any gift, grant or bequest in the name of the University without the prior written consent of the University.
- 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

Should the University, following due notice to the **SPT**, be required to pay any of the charges, costs, expenses, debts and claims which are by these presents to be borne exclusively by the **SPT**, or should the **SPT** 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 **SPT** hereunder. But the University may not seize nor withhold funds from the **SPT** 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 **SPT** with a written notice of the charges, costs, expenses, debts and claims providing complete details and documents relating thereto.
  - b) The **SPT** 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 **SPT** 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 **SPT** under this clause.
- Notwithstanding the foregoing, the **SPT** may submit any disagreement under this section to an Arbitrator in accordance with article 12.3.

## 9. LIQUOR PERMITS

The **SPT** shall apply for and maintain in its name necessary liquor permits for any event it may hold from time to time for its own purposes.

- 9.1 The **SPT** recognizes and reaffirms its commitment to respect article 39 of the *Quebec Act Respecting Liquor Permits (chapter P-9.1)* that specifies the **SPT** 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 **SPT** 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 **SPT** 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 PUBLICATION

The **SPT** shall publish, in paper and electronic form, a newspaper oriented toward general student readership using the name: **THE McGILL TRIBUNE** ("the Publication").

10.2 The **SPT** shall display **on the title page** of the Publication, the publication's logo and name of the Publication with the following notice appearing immediately below the Publication's name:

Published by **SOCIÉTÉ DE PUBLICATION DE LA TRIBUNE INC.**, a student society of McGill University.

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

Published by SOCIÉTÉ DE PUBLICATION DE LA TRIBUNE INC, a student society of McGill University. The content of this publication is the sole responsibility of The McGill Tribune and SOCIÉTÉ DE PUBLICATION DE LA TRIBUNE INC. and does not necessarily represent the views of McGill University."

A copy of the Publication's title page with the approved logo appears in  $\mathbf{Appendix}\ \mathbf{D}$ 

- 10.3. The Publications shall not display the McGill name, crest or logo in its front page or masthead.
- The editorial, reporting and advertising content of Publication is the sole and exclusive responsibility of the **SPT**. For greater certainty, the University shall not be responsible or liable for the editorial, reporting or advertising content of **THE MCGILL TRIBUNE** saving however, the cost of any advertisement which the University places.
- The parties acknowledge the independence of the **SPT**. 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 **SPT**, its officers and staff. The University shall inform the **SPT** 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 **SPT** publications.
- 10.6 The **SPT** is responsible for the distribution of the Publications, without charge to its members.
- The distribution of the Publications shall be limited to the Montreal campus of the University. The Publication shall be permitted distribution on the Montreal campus by leaving copies of the Publications at defined locations in the buildings listed in **Appendix E**. The University shall permit the off-campus distribution of the Publication to the locations listed in **Appendix E**. No changes shall be made to this list without the approval and authorization of the Deputy Provost (Student Life and Learning). The **SPT** shall be responsible for removing older copies of the Publication from the locations before leaving new copies.
- 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** under the following conditions:

- no off campus distribution in any other building is permitted without prior written permission of the authorized building manager and authorization from the Deputy Provost (Student Life and Learning);
- ii. in no circumstances shall off campus distribution be permitted in public places including sidewalk boxes;
- iii. authorization of the Deputy Provost (Student Life and Learning) revocable upon demand.
- The frequency of publication and the number of copies of the Publications printed for distribution shall be determined by the **SPT**, it being understood, however that during the academic year, the Publications will be published a minimum of **25 times per year** with sufficient quantities to provide reasonably for the availability of the newspaper to its members.
- 10.10 Notwithstanding the generality of the foregoing, the permission granted to the **SPT** 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 SPT

- 11.1 The **SPT** represents warrants and covenants that:
  - 11.1.1 the charter documents, constitution and by-laws of the **SPT** 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 **SPT** members duly held in accordance with its constitution approving the **SPT** Fees and such referendum continues to bind the **SPT** 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 III of the *Québec Companies Act* whose membership is limited to regularly registered undergraduate students on the downtown campus;
  - 11.1.5 regularly registered students on the downtown campus at the University are entitled to act as Directors to Officers of the **SPT** but no member may act as Director or Officer of the **SPT** while subject to any disciplinary measure under the *Handbook of Students Rights and Responsibilities* which has the effect of affecting removing the student's status.
  - 11.1.6 all financial records, books and accounts of the **SPT** shall be maintained in accordance with generally accepted accounting principles consistently applied.

- 11.2 The **SPT** shall provide the Deputy Provost (Student Life and Learning) with a copy of
  - i. the **SPT**'s Annual Declaration of Incorporation as proof that the **SPT** has maintained its incorporated status;
  - ii. a copy of the **SPT**'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; and
  - 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 **SPT** or the University breaches a term or condition of the present agreement or of any other agreement between the Association and the University;
  - when the **SPT** violates its charter, constitution or by-laws, or any duly approved regulations, rules or policies of the University some of which appear at <a href="https://www.mcgill.ca/adminhandbook">www.mcgill.ca/adminhandbook</a>; www.mcgill.ca/adminhandbook;
  - 12.1.3 when in the course of or subsequent to an audit, the **SPT**'s auditor reports on material fraud, error or misstatement of the books or financial records of the **SPT**.
  - 12.1.4 when the **SPT** 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 **SPT** or any part thereof.
- 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.
- In the event of a dispute over the existence of a default, either party shall be entitled to submit the dispute to arbitration by giving the other party written notice no later than 90 calendar days from the date of the notice referred to in Section 11.2. Such notice shall suspend the delay granted to remedy the default referred to in Section 11.2.
- 12.4 Submission to arbitration shall be made in accordance with the provisions of the Québec 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 Any condition of default shall be subject to a prescription period of three (3) years.

Notwithstanding section 11.3, 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 the SPT with the aim of arriving at an amicable resolution.

## 13. REMEDIES

- 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.
- Upon the confirmation of the occurrence of an event of default by the **SPT**, in accordance with Section 12, all funds for the accounts of the **SPT** 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 **SPT** 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 **SPT** 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 **SPT** shall locate its principal premises on or about the Montreal campus of the University.
- In accordance with a lease agreement entered into with the SSMU, the **SPT** is located at 3480 McTavish, Montreal, QC H3A 1X9.

## 15. <u>TELEPHONE, MAIL AND E-MAIL</u>

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

- 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.
- 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.
- to use the University's e-mail system subject to the SPT, its employees, officers and volunteers, respecting University policies including but not limited to the Policy on the Responsible Use of McGill Information Technology Resources.
- 15.4 to use the University's mailing system, including internal delivery. The **SPT** 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 **SPT** the right to use "McGill" within its domain **www.mcgilltribune.com**, its own independent interactive website. The email addresses shall take the form: [position]@mcgilltribune.com.
- 15.6 The **SPT** 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 **SPT** has used any system in a manner contravening McGill policy. The University shall provide the **SPT** with such reasonable notice, as deemed to be appropriate, prior to revoking any of these systems.

## 16. STAFF STATUS

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

## 17. TERM AND REVIEW

- 17.1 The term of the present agreement beginning on **June 1, 2015** and ending on **May 31, 2020**.
- 17.2 Renewal of this agreement shall be subject to confirmation of continued support for **SPT** as a recognized student activity supported by student fees. In either the Winter 2020 term or the Fall 2020 term, **SPT** shall conduct a referendum of its student members asking the following question:

Do you support the **SPT** 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 **SPT**?

17.3 Six (6) months prior to the expiration of the term, the parties shall review in good faith the terms and conditions 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 terms 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 SPT 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:

| SOCIÉ Per Per: | Jenny Shea<br>Editor-in-Chief  Adrien Hu Chair of the Board         | April 29, 2015 Date  Date |
|----------------|---|---------------------------|
| McGl<br>Per:   | Professor Ollivier Dyens Deputy Provost (Student Life and Learning) | 1909 30/5<br>Date         |

## APPENDIX A

# SPT Fee Schedule in accordance with Section 1 of this Agreement

## SPT Fee Schedule as of September 2014

Undergraduate students on the Downtown campus

\$3 per student per term

Graduate students and post-docs on both the
Downtown and the Macdonald Campus .75 per student per term

**Exclusions**: Neither of the groups above include a) exchange students (who do not pay fees to McGill) and b) members of the McGill Association for Continuing Education Students

## APPENDIX B

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

| Amount of STP Fees<br>Collected | 2015-<br>2016 | 2016-<br>2017 | 2017-<br>2018 | 2018-<br>2019 | 2019-<br>2020 |
|---------------------------------|---------------|---------------|---------------|---------------|---------------|
| Less than<br>\$99,999           | \$450         | \$500         | \$550         | \$600         | \$650         |
| \$100,000-<br>\$149,999         | \$800         | \$850         | \$900         | \$950         | \$1100        |
| \$150,000-<br>\$199,999         | \$925         | \$1000        | \$1125        | \$1250        | \$1350        |
| \$200,000-<br>\$249,999         | \$1200        | \$1250        | \$1300        | \$1365        | \$1450        |
| \$250,000 or more               | \$1850        | \$1950        | \$2100        | \$2200        | \$2400        |

## APPENDIX C

# Charter documents, Constitution and By-laws of the SPT in accordance with Section 10 of this Agreement

## Includes copies of:

- i. Constitution and By-laws
- ii. Annual Declaration of Incorporation 2014
- iii. Copy of the Insurance Certificate 2014
- iv. Copy of the Audited Financial Statements 2014
- v. Referendum Question and Result 2014



# Rechercher une entreprise au registre

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

Renseignements en date du 2015-04-29 10:55:15

## État des informations

## Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)

farmer freeze

1166773706

Nom

SOCIÉTÉ DE PUBLICATION DE LA TRIBUNE

Adresse du domicile

Adresse

110-3480 RUE McTavish Montréal Québec H3A0E7

Canada

Adresse du domicile élu

Nom de l'entreprise

Société de Publication de la Tribune

Adresse

110-3480 RUE McTavish Montréal Québec H3A0E7

Canada

Immatriculation

Date d'immatriculation

2010-08-17

Statut

Immatriculée

Date de mise à jour du statut

2010-08-17

Date de fin de l'existence

Aucune date de fin d'existence n'est déclarée au

registre.

Forme juridique

Forme juridique

Personne morale sans but lucratif

Date de la constitution

2010-08-17 Constitution

Régime constitutif

QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C.

C-38)

Régime courant

QUÉBEC: Loi sur les compagnies, Partie 3 (RLRQ, C. C-38)

## Dates des mises à jour

Date de mise à jour de l'état de renseignements

2014-09-29

Date de la dernière déclaration de mise à jour

2014-09-29 2014

annuelle

Date de fin de la période de production de la déclaration de mise à jour annuelle de 2015

2015-11-01

Date de fin de la période de production de la

2014-11-01

déclaration de mise à jour annuelle de 2014

#### Faillite

L'entreprise n'est pas en faillite.

#### Fusion et scission

Aucune fusion ou scission n'a été déclarée.

## Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

## Liquidation ou dissolution

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

## Activités économiques et nombre de salariés

## 1er secteur d'activité

Code d'activité économique (CAE)

2839

Activité

Autres industries de l'édition

Précisions (facultatives)

PUBLICATION DE JOURNAL

#### 2e secteur d'activité

Aucun renseignement n'a été déclaré.

#### Nombre de salariés

Nombre de salariés au Québec

Aucun

## Administrateurs, dirigeants et fondé de pouvoir

## Liste des administrateurs

Nom de famille

Hu

Prénom

Adrien

Date du début de la charge

2013-09-15

Date de fin de la charge

Fonctions actuelles

Président

Adresse

495 RUE Prince Arthur O Montreal Québec H2X1T4

Canada

Nom de famille

Shen

Prénom

Jialuo (Jenny)

Date du début de la charge

2014-05-01

Date de fin de la charge

Administrateur

Fonctions actuelles

104-1455 rue Towers Montréal (Québec) H3H2E2

Canada

Nom de famille

Noë

Prénom

Adresse

Alycia

Date du début de la charge

2014-05-01

Date de fin de la charge

Fonctions actuelles

Administrateur

Adresse

608-1550 av. du Docteur-Penfield Montréal (Québec)

H3G1C2 Canada

Nom de famille

Pinto

Prénom

Samuel

Date du début de la charge

2014-05-01

Date de fin de la charge

Fonctions actuelles

Administrateur

Adresse

4-3547 rue Sainte-Famille Montréal (Québec) H2X2L2

Canada

Nom de famille

Thomas

Prénom

Maryse

Date du début de la charge

2014-05-01

Date de fin de la charge

Fonctions actuelles

Secrétaire

Adresse

203-3801 rue Berri Montréal (Québec) H2L4H2

Canada

Nom de famille

Chapman

Prénom

Yael

Date du début de la charge

2014-05-01

Date de fin de la charge

Fonctions actuelles

Administrateur

Adresse

3635 rue Durocher Montréal (Québec) H2X2E9

Canada

Nom de famille

Tuech

Prénom

Nicolas

Date du début de la charge

2014-05-01

Date de fin de la charge

Fonctions actuelles

Administrateur

Adresse

318-1100 av. du Docteur-Penfield Montréal (Québec)

H3A1A8 Canada

Nom de famille

Galbraith

Prénom

Jacqueline

Date du début de la charge

2014-05-01

Date de fin de la charge

Fonctions actuelles

Administrateur

Adresse

455 av. des Pins O Montréal (Québec) H2W1S2

Canada

## Dirigeants non membres du conseil d'administration

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

## Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

## Administrateurs du bien d'autrui

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

## Établissements

Numéro et nom de l'établissement

Adresse

Activités économiques (CAE)

0001 - SOCIÉTÉ DE PUBLICATION DE LA TRIBUNE

(Établissement principal)

3480, RUE MCTAVISH, SALLE 110 MONTRÉAL (QUÉBEC) H3A1X9 Autres industries de l'édition (2839)

#### Documents en traitement

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

## Index des documents

#### Documents conservés

| Type de document                         | Date de dépôt au registre |
|--|---------------------------|
| DÉCLARATION DE MISE À JOUR ANNUELLE 2014 | 2014-09-29                |
| Déclaration de mise à jour courante      | 2014-06-23                |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2013 | 2013-12-07                |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2012 | 2012-10-03                |
| Déclaration de mise à jour courante      | 2011-10-25                |
| Déclaration annuelle 2011                | 2011-08-30                |
| Déclaration initiale                     | 2010-10-20                |
| Lettres patentes                         | 2010-08-17                |

#### Index des noms

Date de mise à jour de l'index des noms

2010-08-17

## Nom

| Nom  | Versions du nom<br>dans une autre<br>langue | Date de<br>déclaration du<br>nom | Date de déclaration<br>du retrait du nom |               |
|--|---|----------------------------------|--|---------------|
| SOCIÉTÉ DE<br>PUBLICATION DE LA<br>TRIBUNE |   | 2010-08-17                       |  | En<br>vigueur |

## Autres noms utilisés au Québec

Aucun autre nom utilisé au Québec n'a été déclaré.

## Québec HH

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# Tribune Publication Society Constitution

#### 1. NAME

Société de Publication de la Tribune (hereinafter "TPS"), located at the Shatner University Centre, Suite 110, 3480 McTavish Street, McGill University, Montreal, Quebec H3A1Y2.

#### 2. OBJECTIVES

The TPS shall publish a weekly student newspaper entitled "The McGill Tribune" (hereinafter "the Tribune") from September to April of each year (hereinafter the "Academic Session").

#### 3. MEMBERSHIP

- 3.1 Membership in the TPS shall include all registered undergraduate students attending McGill University, excepting:
  - a.) Students governed by the Macdonald College Students' Society
  - b.) Students registered only in the Centre for Continuing Education.

#### 4. FEES

Each undergraduate member shall contribute the amount of three (\$3.00) dollars each semester during each Academic Session.

Each graduate member shall contribute the amount of seventy-five (\$0.75) cents each semester during each Academic Session.

#### 5. BOARD OF DIRECTORS

- 5.1 The governing body of the TPS shall be the Board of Directors, who shall oversee the administrative aspects of the McGill Tribune;
  - 5.1.1 Administrative aspects include the annual selection of the Editor-in-Chief, the approval of the budget and any expenses incurred during the publication of the Tribune, the resolution of complaints about content, and the approval of changes to the Bylaws or Constitution of the TPS.
  - 5.1.2 The Board of Directors shall meet a minimum of eight times per Academic Session.
  - 5.1.3 The Board of Directors has jurisdiction over the hiring and firing of all TPS employees who are not appointed under the provisions of Bylaw 4 governing editors of the Tribune.
  - 5.1.4 Quorum for all meetings shall be five (5) members of the Board of Directors.
- 5.2 Membership to the TPS Board of Directors shall be from May 1 to April 30 and shall include:

- 5.2.1 The Tribune Editor-in-Chief and the Business Manager;
- 5.2.2 A Tribune contributor, selected by the Editorial Board in a majority decision;
- 5.2.2.1 Contributors do not include paid editors of the Tribune;
- 5.2.2.2 Contributors must have submitted at least three published pieces or photos to the Tribune in the preceding year.
- 5.2.2.3 The Editor-in-Chief shall solicit interest for this position in the first two weeks of September. A decision shall be reached in the third week of September.
- 5.2.2.4 The decision shall be rendered by secret ballot and conducted in the presence of the TPS Chairperson.
- 5.2.3 A representative from the Editorial Board, selected by the Editorial Board in a majority decision;
  - 5.2.3.1 The Editor-in-Chief shall solicit interest for this position in the first two weeks of September. A decision shall be reached in the third week of September.
  - 5.2.3.2 The decision shall be rendered by secret ballot and conducted in the presence of the TPS Chairperson.
  - 5.2.3.3 The editorial board representative cannot hold the position of managing editor.
- 5.2.4 Four Students-at-large will be selected by secret ballot at an TPS Editorial Board Meeting in the first two weeks of September. A decision shall be reached by the third week of September by the Editorial Board.
  - 5.2.4.1 One student must be a member of the PGSS of McGill University.
- 5.3 A Chairperson shall be selected from among 12.2 by the editorial board in a secret ballot vote.
  - 5.3.1 The Chairperson shall preside over AGMs, SGMs, and all meetings of the Board of Directors.
  - 5.3.2 The Chairperson shall be responsible for general supervision over all activities of the TPS.
  - 5.3.3 The Chairperson shall prepare the agenda for Board of Directors meetings, and notify all members of upcoming meetings.
- 5.4 The Board of Directors will appoint a recording secretary from among its members. The recording secretary shall maintain the correspondence of the TPS, and keep adequate minutes of the meetings of the TPS at the Board of Directors meetings, and at AGMs and SGMs.

- 5.5 Anyone who is not a member of the TPS shall be ineligible to sit on the Board of Directors.
- 5.6 Any person who is an editor for the McGill Daily, who is a director for the Daily Publications Society, or who is an executive of the Students' Society of McGill University shall be ineligible to sit on the Board of Directors.
- 5.7 The Board of Directors may establish its own rules and regulations governing its meetings.
- 5.8 Passage of a motion at the Board of Directors meeting requires a simple majority of the members present.
- 5.9 Contact information for members of the Board of Directors shall be posted annually on the Tribune website.
- 5.10 Members of the Board who are or plan to be members of the Editorial Board or the SSMU Executive for the following year may not be present during the editor-in-chief appointment process.
- 5.11 The Board shall have the power to reject advertisements submitted for publication in the Tribune, and to set policy regarding what type of advertisements will be prohibited from appearing in the Tribune.
- 5.12 Attendance at Board meetings is mandatory for all TPS Board of Directors' members. If a director cannot attend a meeting he/she is required to notify the TPS Chairperson, and give him/her or another member of the Board a written proxy. No director may hold more than one proxy. Should a director fail to attend two meetings without providing notification accepted by the Chairperson, that member will be replaced at the next Board of Directors' meeting. The remaining Board members, by majority vote, will appoint a replacement.

#### 6. ANNUAL GENERAL MEETINGS

- 6.1 Each year, during the winter semester, the Board of Directors shall convene an AGM of the TPS.
  - 6.1.1 Notice of the AGM will be published in the Tribune at least two weeks in advance of the meeting.
  - 6.1.2 All members of the TPS shall be accorded equal voting and speaking privileges at an AGM.
- 6.2 The AGM shall have the following objectives:
  - 6.2.1 To receive a report from the Editor-in-Chief and the Chairperson of the TPS Board of Directors on the general state and significant policy directions of the TPS:
  - 6.2.2 To receive and approve the financial statements of the TPS;
  - 6.2.3 To appoint auditors;

- 6.2.4 To vote on amendments to the TPS Constitution;
- 6.2.5 To provide members of the TPS with a forum to discuss the Tribune;
- 6.2.6 To elect the student representatives to the Board of Directors for the following year.
- 6.3 Quorum for an AGM the TPS Chief Electoral Officer and five (5) members of the Board of Directors, one of which must be the Tribune editor-in-chief.

## 7. SPECIAL GENERAL MEETINGS

- 7.1 The Board of Directors shall call a Special General Meeting when it wishes to present an issue to the membership of the TPS that cannot be accommodated at an AGM.
- 7.2 SGMs must be scheduled during the academic session.
- 7.3 Notice of an SGM must be published in the Tribune a minimum of one week prior to the meeting.
- 7.4 All TPS members shall have equal voting and speaking rights at an SGM.

#### 8. JUDICIAL BOARD

- 8.1 The Board of Directors shall choose a Judicial Board, made up of four McGill University law students. The Board of Directors may choose the SSMU Judicial Board.
- 8.2 The Judicial Board shall consider complaints brought to it by TPS members regarding actions taken by the Tribune Editorial Board or TPS Board of Directors. They will rule on matters which are allegedly unconstitutional, or which allegedly contravene the TPS Bylaws or Constitution.
- 8.3 The Judicial Board is free to solicit advice from a lawyer.
- 8.4 The Judicial Board shall only rule on matters that have previously been considered by the TPS Board of Directors. Any member of the TPS wishing to make a complaint to the Judicial Board shall first express his or her concerns to the TPS Board of Directors and allow the Board five working days to address the matter, before filing their complaint with the Judicial Board.
- 8.5 The Judicial Board may remove from office any editor or Board of Directors member who has been judged to have blatantly violated the Constitution or Bylaws.
- 8.6 The Judicial Board may nullify any rulings or initiatives of the Board of Directors judged to be in violation of the Constitution or Bylaws.

#### 9. ALTERING BYLAWS OR CONSTITUTION

- 9.1 A member of the TPS may request an amendment to the TPS Constitution at any time. The request shall be submitted, in writing, to a member of the TPS Board of Directors. A request must be moved, and seconded, by directors of the board in order to be placed on the agenda for an AGM or SGM.
- 9.2 TPS members at an AGM or SGM may adopt a proposed amendment to the Constitution if a simple majority of voters is in favour of the alteration.
- 9.3 The TPS Bylaws may be altered if a simple majority of both the Board of Directors vote in favour of an amendment.
  - 9.3.1 TPS members may, at any time, request an amendment to the Bylaws by presenting a copy of the amendment to a director, both via email and by bringing a printed copy to the Tribune office. That director must put the proposed amendment forward for a vote at the next Board of Directors' meeting.

#### 10. ETHICS

- 10.1 For matters of ethics, writers and editors shall adhere to the Society for Professional Journalists' Code of Ethics. Copies of the Code of Ethics shall be provided to all editors and posted in the Tribune office.
- 10.2 Editors must rectify errors, in print, at the first available opportunity.
- 10.3 The Tribune will not print content that is sexist, racist, libelous, homophobic, or otherwise discriminatory in nature.

#### 11. CHIEF ELECTORAL OFFICER

- 11.1 The TPS Board of Directors shall select a Chief Electoral Officer. The CEO shall be responsible for presiding over any election or vote at an AGM or SGM, and running all fee increase referendum questions.
- 11.2 The Board may choose the SSMU CEO to act on its behalf.
- 11.3 The Board of Directors may appoint Deputy Returning Officers to assist the CEO, when necessary. The TPS may choose the SSMU DROs to act on its behalf.
- 11.4 The Board of Directors may choose to remunerate the CEO and the DROs.

## 12. STUDENT REPRESENTATIVES TO THE TPS BOARD OF DIRECTORS

- 12.1 Student Representatives to the TPS Board of Directors must be undergraduate students enrolled for the semester(s) during which they will serve on the board.
  - 12.1.1 One Student Representative must not be an undergraduate student and must be a member of the PGSS.

- 12.2 Applicants for the position must submit a 300-word letter of intent and a completed nomination form to the TPS Chairperson a minimum of two days prior to an AGM.
  - 12.2.1 Nomination forms will be prepared and verified by the TPS CEO. Nomination forms must include the name, faculty, and student ID number of the applicant, as well as the name, faculty, and signature of 20 TPS members.
- 12.3 Ballot boxes will be placed at the AGM. Ballots with the names of all applicants for the student representative position will be given to all TPS members at the AGM. Ballots will be counted under the supervision of the CEO, and scrutinisers from the candidates, if available. The four candidates with the most votes will be declared the winners.
- 12.4 A student representative may be dismissed in accordance with article 5.12 of the Constitution.
- 12.5 Any member of the TPS may ask to dismiss a student representative from the Board of Directors, for valid cause, by collecting the name, student ID number, and signature of 100 members of the TPS on a petition calling for the dismissal of the student representative. Upon verification of the petition, the Board of Directors may dismiss the student representative by a simple majority vote at the next Board meeting.
- 12.6 In the event of a vacancy on the Board of Directors, the directors then in office may appoint an eligible TPS member to fill the position.
- 12.7 A student representative may not be a paid editor of the Tribune.

#### 13. REFERENDUM PROVISIONS

- 13.1 Any member of the TPS may propose a referendum question to the TPS CEO. In order for a referendum question to be deemed admissible, the member shall gather the signed support of at least 500 members of the TPS.
  - 13.1.1 Within two days of receiving a valid petition for a referendum question the CEO shall have determined whether the question is constitutional. The CEO shall report his/her decision in writing to the Board and to the member proposing the question.
- 13.2 Quorum for a campus-wide referendum is seven per cent of the TPS membership.
- 13.3 The following referendum questions shall be considered inadmissible:
  - a.) Questions regarding the restriction or alteration of the right of an individual to participate in the newspaper or in the TPS.
  - b.) Questions regarding the restriction or the setting of rules pertaining to what type of editorial content the staff of the Tribune may publish.
  - c.) Questions regarding the hiring or release of TPS employees.

- d.) Questions regarding the TPS budget during the financial year in progress.
- e.) Questions allowing members to opt-out of the TPS, or otherwise eliminating or reducing its membership.
- f.) Questions reducing or eliminating fees.
- 13.4 Reaffirmation referendum questions shall be conducted when required by the university. A reaffirmation referenda question shall be composed and submitted by the TPS Board of Directors and must explicitly ask members whether they continue to support the fee, and provide and specify that a negative vote would result in the termination of the Tribune.
  - 13.4.1 Bylaws for conducting referenda are delineated in TPS Bylaw Book 2.

#### 14. GRIEVANCES AND COMPLAINTS

- 14.1 Should a member of the TPS believe that the Editor-in-Chief or Editorial Board has violated a provision of the TPS Bylaws or Constitution, the member will follow the process outlined in this section for resolving the grievance.
  - 14.1.1 The complainant must direct the complaint to a member of the Tribune Board of Directors.
  - 14.1.2 The director who receives the complaint must then direct it, anonymously if requested, to the Board of Directors. The complainant is welcome to attend the relevant Board of Directors meeting to detail the reasons for his/her complaint.
  - 14.1.3 If the complaint is about issues of libel, copyright infringement, or other legal responsibilities of the publisher, the Tribune Board of Directors shall consult with appropriate legal counsel before recommending or directing action.
  - 14.1.4 Upon hearing the complaint, the Board of Directors may choose to vote on a corrective action, including but not limited to the issuing of a letter of apology from the Editor-in-Chief, or the printing of a correction, clarification, apology or retraction in the Tribune.
    - 14.1.4.1 Corrective action need not be taken on all complaints.
    - 14.1.5 The Editor-in-Chief shall write all letters of apology, corrections, clarifications, retractions, etc.
    - 14.1.6 If the complainant is not satisfied with the response from the Board of Directors, she shall have the option of taking the matter to the Tribune Judicial Board.

#### 15 ADMINISTRATION

- 15.1 The Staff Writer position shall be available at the start of the year in order to ensure progress and to promote cohesiveness within the broader Tribune community.
  - 15.1.1. The Staff Writer position is required to follow the Tribune Staff Writer Policy found in external documents.
  - 15.1.2. Points 1 and 5 are mandatory and can be found in the Position Description and Responsibilities.
  - 15.1.3. Points 2, 3 and 4 must be completed unless explicit permission is given by an Editor.
  - 15.1.4. Staff Writers are entitled to the full Benefits stipulated by the Tribune Staff Writer Policy barring behaviour deemed detrimental to the Tribune by the Writer.
  - 15.1.5 Staff Writers must be hired via an interview with, but not limited to, the EIC and a Managing Editor.
  - 15.1.6 Hiring practises must follow those stipulated by the Tribune Staff Writer Policy.
- 15.2 A committee devoted to the outreach and development of journalism on campus must be established by the Board by the first scheduled Board of Directors Meeting of the academic year.
  - 15.2.1~A budget for the reader outreach and advertising for the Tribune must be determined by the Board of Directors within the first semester of the academic year.
- 15.3 Advertising Executives shall be hired by the Editor-in-Chief and Business Manager to manage and obtain advertising revenue externally.
  - 15.3.1 Advertising executives should be hired before the start of the summer break to organize and set up advertising for the start of the year during the summer.
  - 15.3.2 Advertising executives are required to perform the tasks indicated in the Advertising Executive Contract, see external documents.



# MEMORANDUM

## Office of the Deputy Provost (Student Life and Learning)

James Administration Building, Room 621 Tel: 514.398.3109 Fax: 514.398.3576

Elisa Muyl, Editor-in-Chief, Tribune

TO:

Jonathan Mooney, President, Post Graduate Students' Society

**C.C.**:

Mary Jo McCullogh, Director, Student Accounts

FROM:

Ollivier Dyens, Deputy Provost (Student Life & Learning)

DATE:

November 15, 2013

SUBJECT:

Post-Graduate Students' Contribution to the Société de Publication de la Tribune (Tribune)

This will certify that during the Fall 2013 referendum, the Post Graduate Students' Society (PGSS) approved to implement a non opt-outable fee to support the Société de Publication

Effective Winter 2014 and ending Winter 2015, the per semester fee will be \$0.75 per PGSS

A copy of the letter from the Chief Returning Officer which includes the referendum question is attached.

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



## The Post-Graduate Students' Society of McGill University Inc. Association étudiante des cycles supérieurs de l'Université McGill inc.

Maison David Thomson House, 3650 rue McTavish, Montréal (Québec) H3A 1Y2

Tél.: (514) 398-3756 Fax: (514) 398-1862 www.pgss.mcgill.ca

November 11th 2013

Office of the Deputy Provost - Student Life & Learning James Administration Building - Room 621 845 Sherbrooke Street West Montreal, Quebec

Attention Ms. Linda Webb

#### McGill Tribune Fee

On behalf of the Post Graduate Students' Society of McGill University, I would like to request the following change to the billing of our students' auxiliary fees as per the resolution of council, and approved by our membership:

McGill University bill members an obligatory fee of 75 cents per semester to be transferred to the McGill Tribune Publications Society. This fee should start in spring 2014 and cease following the winter 2015 term.

This change was posed to voters as the following:

Do you agree that, starting with the Winter 2014 term, a non-opt-outable fee of \$0.75 be charged to every PGSS member once per semester (excluding summer) up to and including the Winter 2015 term, to support the operations of the McGill Tribune, thereby making PGSS members members of the Tribune Publications Society? This fee could be renewed following a student fee referendum in the Spring 2015.

This decision was approved by 568 (52.59%) of the 1082 members who voted. The latter number represents 12.6% of our membership.

Thank You

Colby Briggs

Chief Returning Officer - PGSS

NOV 1 1 2013



# MEMORANDUM

# Office of the Deputy Provost (Student Life and Learning)

James Administration Building, Room 621 Tel: 514.398.3109 Fax: 514.398.3576

TO:

Jenny Shen, Editor-in-Chief, Tribune Publication Society

C.C.:

Mary Jo McCullogh, Director, Student Accounts

FROM:

Ollivier Dyens, Deputy Provost (Student Life & Learning)

DATE:

November 18, 2014

SUBJECT:

TPS Fee - Graduate student support

This will certify that in a referendum run by Elections TPS from November 7 - 13, 2014, graduate students voted to continue their support for the existence of the Tribune Publication Society.

In addition, graduate students voted to continue contributing \$0.75 per student per semester, payable by all PGSS students for the period Fall 2015 up to and including Winter 2019. This fee is not opt-outable.

A copy of the referendum questions and results are attached.

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

November 13, 2014

From: David Koots, Chief Electoral Officer, Elections TPS

To: Ollivier Dyens, Deputy Provost (Student Life and Learning), McGill University

Re: Tribune Publication Society Referendum-PGSS Existence Question

This letter is to certify that the question regarding the continued support of Post-Graduate

Students' Society members for the existence of the Tribune Publication Society has passed in the

Fall 2014 vote of PGSS members of the Tribune Publication Society. This vote was held from

November 7, 2014 until November 13, 2014. Voter turnout was 15.7% (1347 voters of 8564

electors). The motion passed with 74.7% (949 votes) voting "Yes" and 25.3% (322 votes) voting

"No", with another 76 voters abstaining.

As a result of this referendum, The McGill Tribune will continue to be a recognized student

activity supported by student fees.

If you have questions regarding the referendum, please do not hesitate to contact me.

Sincerely,

David Koots

Chief Electoral Officer

Enc: (1)

## Question 3: PGSS Student Members on Existence

WHEREAS the Tribune Publication Society (TPS) is an independent, not-for-profit, student-run organization that publishes The McGill Tribune:

WHEREAS The McGill Tribune has been published for more than 30 years and been an integral part of the McGill University student life independently since 2010, providing the student body with critical, objective, and responsible coverage;

WHEREAS The McGill Tribune offers a chance for all McGill students to have their work published and receive writing and training, regardless of prior experience;

WHEREAS the presence of a critical, objective, and responsible media in multiple forms is central to fostering community and accountability at McGill:

WHEREAS The McGill Tribune's operating costs for both online and print publishing and distribution depends on student fees each year;

WHEREAS the TPS's Memorandum of Agreement with the university requires the TPS to ask its members whether or not they agree to the Society's continued existence:

WHEREAS The McGill Tribune's is supported by a non-optoutable fee of \$0.75 per term per PGSS member for its operating expenses and the support of its activities:

Do you support The McGill Tribune continuing as a recognized student activity supported by student fees, with the understanding that a "No" vote will result in the termination of PGSS student fees to the Tribune Publications Society for The McGill Tribune?



# Office of the Deputy Provost (Student Life and Learning)

James Administration Building, Room 621 Tel: 514.398.3109 Fax: 514.398.3576

TO:

Jenny Shen, Editor-in-Chief, Tribune Publication Society

C.C.:

Mary Jo McCullogh, Director, Student Accounts

FROM:

Ollivier Dyens, Deputy Provost (Student Life & Learning)

DATE:

November 18, 2014

SUBJECT:

TPS Fee - Undergraduate student support

This will certify that in a referendum run by Elections TPS from November 7 - 13, 2014, undergraduate students voted to continue their support for the existence of the Tribune Publication Society.

In addition, undergraduate students voted to continue contributing \$3.00 per undergraduate student per semester on the downtown campus from Fall 2015 up to and including Winter 2019. This fee is not opt-outable.

A copy of the referendum questions and results are attached.

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

November 13, 2014

From: David Koots, Chief Electoral Officer, Elections TPS

To: Ollivier Dyens, Deputy Provost (Student Life and Learning), McGill University

Re: Tribune Publication Society Referendum-Undergraduate Existence Question

This letter is to certify that the question regarding the continued support of undergraduate students for the existence of the Tribune Publication Society has passed in the Fall 2014 vote of undergraduate members of the Tribune Publication Society. This vote was held from November 7, 2014 until November 13, 2014. Voter turnout was 12.6% (2816 voters of 22372 electors). The motion passed with 70.6% (1812 votes) voting "Yes" and 29.4% (756 votes) voting "No", with another 248 voters abstaining.

As a result of this referendum, The McGill Tribune will continue to be a recognized student activity supported by student fees.

If you have questions regarding the referendum, please do not hesitate to contact me.

Sincerely,

David Koots

Chief Electoral Officer

Enc: (1)

# Question 1: Undergraduate Student Members on Existence

WHEREAS the Tribune Publication Society (TPS) is an independent, not-for-profit, student-run organization that publishes The McGill Tribune:

WHEREAS The McGill Tribune has been published for more than 30 years and been an integral part of the McGill University student life independently since 2010, providing the student body with critical, objective, and responsible coverage;

WHEREAS The McGill Tribune offers a chance for all McGill students to have their work published and receive writing and training, regardless of prior experience;

WHEREAS the presence of a critical, objective, and responsible media in multiple forms is central to fostering community and accountability at McGill:

WHEREAS The McGill Tribune's operating costs for both online and print publishing and distribution depends on student fees each year;

WHEREAS the TPS's Memorandum of Agreement with the university requires the TPS to ask its members whether or not they agree to the Society's continued existence:

WHEREAS The McGill Tribune's is supported by a non-optoutable fee of \$3.00 per term per undergraduate member for its operating expenses and the support of its activities:

Do you support The McGill Tribune continuing as a recognized student activity supported by student fees, with the understanding that a "No" vote will result in the termination of all undergraduate student fees to the Tribune Publications Society for The McGill Tribune?

November 13, 2014

From: David Koots, Chief Electoral Officer, Elections TPS

To: Ollivier Dyens, Deputy Provost (Student Life and Learning), McGill University

Re: Tribune Publication Society Referendum-Undergraduate Fee Renewal

This letter is to certify that the question regarding the renewal of the undergraduate fee for the Tribune Publication Society has passed in the Fall 2014 vote of undergraduate members of the Tribune Publication Society. This vote was held from November 7, 2014 until November 13, 2014. Voter turnout was 12.6% (2816 voters of 22372 electors). The motion passed with 61.9% (1586 votes) voting "Yes" and 38.1% (977 votes) voting "No", with another 253 voters abstaining.

As a result of this referendum, the non-optoutable fee titled "McGill Tribune (SSTB)" of \$3.00 per student per semester, payable by all undergraduate students on the downtown campus will continue for the period Fall 2015 to Winter 2019 (inclusive).

If you have questions regarding the referendum, please do not hesitate to contact me.

Sincerely,

David Koots

Chief Electoral Officer

Enc: (1)

# Question 2: Undergraduate Student Members on Continuing the Fee

WHEREAS the current fee levy allows the Tribune Publication Society (TPS) to be a financially sustainable organization;

WHEREAS the TPS has consistently demonstrated its financial stability and responsibility with the funds it receives from students;

WHEREAS the TPS has made budget cuts and will continue to streamline its budget to ensure that it is financially sustainable under the current fee levy;

WHEREAS the budget and operating costs of the McGill Tribune can be found here:

WHEREAS a fee renewal is necessary for The McGill Tribune to continue as a reliable and critical editorial voice on campus;

WHEREAS in April 2010, a referendum of the members of the TPS, namely undergraduate students from the downtown campus, approved the collection of a non-optoutable fee of \$3.00 per term per undergraduate member for its operating expenses and the support of its activities for the period Fall 2010 to Winter 2015;

Do you agree to renew the non-optoutable fee titled "McGill Tribune (SSTB)" of \$3.00 per student per semester, payable by all undergraduate students on the downtown campus for the period Fall 2015 to Winter 2019 (inclusive), at which time it will be brought back to the membership for renewal, with the understanding that a majority "No" vote will result in the termination of this fee?

November 13, 2014

From: David Koots, Chief Electoral Officer, Elections TPS To: Ollivier Dyens, Deputy Provost (Student Life and Learning), McGill University

Re: Tribune Publication Society Referendum-PGSS Fee Renewal

This letter is to certify that the question regarding the renewal of the Post-Graduate Students' Society members' fee for the Tribune Publication Society has passed in the Fall 2014 vote of PGSS members of the Tribune Publication Society. This vote was held from November 7, 2014 until November 13, 2014. Voter turnout was 15.7% (1347 voters of 8564 electors). The motion passed with 71.5% (911 votes) voting "Yes" and 28.5% (363 votes) voting "No", with another 73 voters abstaining.

As a result of this referendum, the non-optoutable fee titled "McGill Tribune (SSTB)" of \$0.75 per student per semester, payable by all PGSS students will continue for the period Fall 2015 to Winter 2019 (inclusive).

If you have questions regarding the referendum, please do not hesitate to contact me.

Sincerely,

David Koots

Chief Electoral Officer

Enc: (1)

# Question 4: PGSS Student Members on Continuing the Fee

WHEREAS the current fee levy allows the Tribune Publication Society (TPS) to be a financially sustainable organization;

WHEREAS the TPS has consistently demonstrated its financial stability and responsibility with the funds it receives from students:

WHEREAS the TPS has made budget cuts and will continue to streamline its budget to ensure that it is financially sustainable under the current fee levy;

WHEREAS the budget and operating costs of The McGill Tribune can be found here;

WHEREAS a fee renewal is necessary for The McGill Tribune to continue as a reliable and critical editorial voice on campus;

WHEREAS in October 2013, a referendum to include members of the Post-Graduate Students' Society (PGSS) as members of the Tribune Publication Society (TPS), approving the collection of a non-optoutable fee of \$0.75 per term per PGSS member for its operating expenses and the support of its activities for the period Winter 2014 to Winter 2015;

Do you agree to renew the non-optoutable fee titled "McGill Tribune (SSTB)" of S0.75 per student per semester, payable by all PGSS students for the period Fall 2015 to Winter 2019 (inclusive), at which time it will be brought back to the membership for renewal, with the understanding that a majority "No" vote will result in the termination of this fee?



# Conditions particulières Declarations

POLICENY POLICY NO.

160-2738B REPLACING 3367465

COMMERCIAL POLICY

ASSURE / INSURED

SOCIETE DE PUBLICATION DE LA TRIBUNE 3480, MCTAVISH ST., SUITE 110 MONTREAL, QC H3A 1X9

BFL CANADA RISQUES ET ASSURANCES INC. 2001, MCGILL COLLEGE BUREAU 2200

1594

MONTREAL, QC H3A 1G1

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TRANSACTION / TRANSACTION

PRISE D'EFFET DU CHANGEMENT 301 116 ( 4e

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10 09 2014 10 09 2015 RENEWAL

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lug Monte Year EFFECTIVE DATE OF MODIFICATION

INSURER WILL INDEMNIFY THE INSURED IN ACCOR-DANCE WITH THE TERMS AND CONDITIONS OF THE POLICY.

SUBJECT TO THE GENERAL AND ADDITIONAL CONDITIONS LOCATION - 1 -MONTREAL

3480 MCTAVISH ST

( FORM:

240.0 VERSION 4 ) MUN.C. 652600-3 CONSTRUCTION 2

INSURED'S BUSINESS:

OFFICES

INSPECTION 4162299

| NQ | DESCRIPTION   | CO-<br>INSURANCE | EORM                          | DEDUCTIBLE | i. l           | MII.                     |
|----|---|------------------|-------------------------------|------------|----------------|--------------------------|
|    | CONTENTS REPLACEMENT COST ENDORSEMENT   | 80               | 034.1-5<br>223.0-8            | 500        | 5              | 250                      |
| 4  | OFFICE CONTENTS FLOATER FORM  *** PLUS FORM ***   | 80               |                               | 500        | 55             | 250                      |
|    | REPLACEMENT COST ENDORSEMENT<br>BUSINESS INTERRUPTION INSURANCE -<br>EXTRA EXPENSE FORM   |                  | 223.0-8<br>234.0-7            |            | 25             | 000                      |
|    | ELECTRONIC DATA PROCESSING - COMBINED COVER REPLACEMENT COST ENDORSEMENT  | AGES 80          | 027.0-1<br>223.0-8            | 500        | 17             | 000                      |
|    | COMPREHENSIVE DISHONESTY, DISAPPEARANCE AND DESTRUCTION POLICY - FORM A   |                  | 110.1-5                       | 500        | 10             | 000                      |
| 28 | MONEY AND SECURITIES - LOSS INSIDE THE PREMONEY AND SECURITIES - LOSS OUTSIDE THE PREMONEY ORDERS AND COUNTERFEIT PAPER CURRENCY COVERAGE | HISES<br>MISES   | 110.2-4<br>110.3-4<br>110.4-4 | 500<br>500 | 1              | 500<br>000<br>500        |
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|    | EACH OCCURRENCE LIMIT PRODUCTS/COMPLETED OPERATIONS AGGREGATE L PERSONAL AND ADVERTISING INJURY LIMIT GENERAL AGGREGATE LIMIT             | IMIT             |                               |            | 3 000<br>3 000 | 000<br>000<br>NIL<br>N/A |
|    | TENANTS' LEGAL LIABILITY LIMIT<br>MEDICAL EXPENSE LIMIT   |                  |                               | 500        |                | 000                      |

FORM OF BUSINESS: ORGANIZATION

BUSINESS DESCRIPTION AND LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:
PUBLISHING OF A WEEKLY NEWSPAPER FOR THE
STUDENTS OF MCGILL UNIVERSITY

MENTAL INJURY EXCLUSION (1111)
IT IS AGREED THAT COVERAGES A AND C OF THE

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# Conditions particulières Declarations

POLICENT FOOLGYNO.

160-2738B REPLACING 3367465

COMMERCIAL POLICY

PAIEMENT DE LA PRIME.

ASSURÉ : INSUSEO

SOCIETE DE PUBLICATION DE LA TRIBUNE 3480, MCTAVISH ST., SUITE 110

MONTREAL, QC H3A 1X9

DESCRIPTION

BFL CANADA RISQUES ET ASSURANCES INC. 2001, MCGILL COLLEGE BUREAU 2200

MONTREAL, QC H3A 1G1

1594

DURÉE DU CONTRAT

DO HOT Prode successed d'admonstration de l'est de l'est

TRANSACTION / TRANSACTION

PRISE D'EFFET DU CHANGEMENT

LA PRÉSENTE ASSURANCE EST CONSENTIE SUR LA BASE DES DÉCLARATIONS CONSIGNÉES AUX CONDITIONS PARTICULIÈRES ET MOYENNANT LE

10 09 2014 10 09 2015 RENEWAL

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COURTIER / BROKER

EFFECTIVE DATE OF MODIFICATION

FORM

IN CONSIDERATION OF THE PREMIUM STATED, THE INSURER WILL INDEMNIFY THE INSURED IN ACCOR-DANCE WITH THE TERMS AND CONDITIONS OF THE POLICY.

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ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

QPF NO.6 - QUEBEC AUTOMOBILE INSURANCE POLICY 094.9-1. (NON-OWNED FORM) EXTENSIONS OF COVERAGE - CIVICA SUPERIOR PERSONAL AND ADVERTISING INJURY EXCLUSION 098.9-6. 086.8-1. 2 500 159.2-1 44 SEWER BACKING UP COVERAGE THE EXACT ADRESS OF LOCATION SHOULD READ : 3480 MCTAVISH STREET, LOCAL 110 MONTREAL, QC . H3A 1X9 003.1-6 COMMON EXCLUSIONS 003.2-4 DECLARATION OF EMERGENCY ENDORSEMENT ADDITIONAL INSURED: THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING AND MCGILL UNIVERSITY.

COVERAGE FOR THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING AND MCGILL UNIVERSITY APPLIES ONLY TO LIABILITY ARISING FROM THE USE OF THE PREMISES BY SOCIETE DE PUBLICATION DE LA TRIBUNE AND THEN ONLY WITH RESPECT TO THE CONDUCT OF THE NAMED INSURED'S BUSINESS 780.2-1 DIFFERENCES IN CONDITIONS PROGRAM - ACADEMIC STUDENTS ASSOCIATIONS \* IF YOU HAVE A SERIOUS LOSS AFTER REGULÁR BUSINESS \* HOURS, PLEASE CALL > 1 866 464 2424 \*

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Société de Publication de la Tribune

Financial statements For the year ended April 30, 2014

# Société de Publication de la Tribune

# Table of contents

| Independent auditor's report       | 1     |
|------------------------------------|-------|
| Financial statements               |       |
| Statement of earnings              | 2     |
| Statement of changes in net assets | 3     |
| Balance sheet                      | 4     |
| Statement of cash flows            | 5     |
| Notes to financial statements      | 6 - 9 |



#### INDEPENDENT AUDITOR'S REPORT

To the Directors of Société de Publication de la Tribune

We have audited the accompanying financial statements of Société de Publication de la Tribune, which comprise the balance sheet as at April 30, 2014, and the statements of earnings, changes in net assets and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's 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 Société de Publication de la Tribune as at April 30, 2014, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Partnership of Chartered Professional Accountants

Montreal, November 18, 2014

Beaulne, LLP"



<sup>(1)</sup> CPA auditor, CA, public accountancy permit No A121525

| a |  |
|---|--|
|   |  |
|   |  |

| For the year ended April 30, 2014    |            | 2          |
|--------------------------------------|------------|------------|
|                                      | 2014       | 2012       |
|                                      | 2014<br>\$ | 2013<br>\$ |
|                                      | Ť          | •          |
| Revenues                             |            |            |
| Student fees                         | 133,644    | 127,784    |
| Advertising                          | 21,431     | 20,606     |
|                                      | 155,075    | 148,390    |
| Expenses                             |            |            |
| Publishing                           | 69,703     | 78,811     |
| Subcontractors                       | 39,262     | 26,266     |
| Professional fees                    | 18,346     | 31,640     |
| Rent                                 | 13,667     | 14,065     |
| Insurance                            | 7,424      | 7,343      |
| Binding                              | 2,363      | 3,012      |
| Telecommunication                    | 1,871      | 2,468      |
| Bad debts                            | 1,853      | 5,209      |
| Representation                       | 139        | 1,245      |
| Office expenses                      | 2,657      | 2,862      |
| Bank fees                            | 582        | 825        |
| Depreciation of fixed assets         | 2,627      | 2,876      |
| Depreciation of software             | 1,467      | 2,096      |
| Other                                | (1,077)    |            |
|                                      | 160,884    | 178,718    |
| Deficiency of revenues over expenses | (5,809)    | (30,328    |

The accompanying notes are an integral part of these financial statements.

# Société de Publication de la Tribune

Statement of changes in net assets For the year ended April 30, 2014

3

|                                      | 2014    | 2013     |
|--------------------------------------|---------|----------|
|                                      | \$      | \$       |
| Balance, beginning of year           | 65,304  | 95,632   |
| Deficiency of revenues over expenses | (5,809) | (30,328) |
| Balance, end of year                 | 59,495  | 65,304   |

The accompanying notes are an integral part of these financial statements.

Balance sheet

As at April 30, 2014 4 2014 \$ Assets Cash 14,167 23,017 Accounts receivable (Note 3) 44,129 56,996 Fixed assets (Note 4) 6,368 8,521 Software (Note 5) 3,424 4,891 Rental deposit 2,527 2,527 95,952 70,615 Liabilities Accounts payable and accrued liabilities 7,000 24,551 Deferred rent 4,120 6,097 11,120 30,648 Net assets Unrestricted surplus 59,495 65,304 95,952

70,615

The accompanying notes are an integral part of these financial statements.

On behalf, of the board

., Director

demersbeaulne (

# Société de Publication de la Tribune

Statement of cash flows For the year ended April 30, 2014

5

|  | 2014    | 2013     |
|--|---------|----------|
|  | \$      | \$       |
| Operating activities                               |         |          |
| Deficiency of revenues over expenses               | (5,809) | /30, 200 |
| Non-cash items:                                    | (5,667) | (30,328) |
| Depreciation of fixed assets                       | 2,627   | 2,876    |
| Depreciation of software                           | 1,467   | 2,096    |
|  | (1,715) | (25,356) |
| Net change in non-cash items related to operations | (6,661) | (8,313)  |
|  | (8,376) | (33,669) |
| Investing activities                               |         |          |
| Additions to fixed assets                          | (474)   | (3,618)  |
| Decrease in cash and cash equivalents              | (8,850) | (37,287) |
| Cash and cash equivalents, beginning of year       | 23,017  | 60,304   |
| Cash and cash equivalents, end of year             | 14,167  | 23,017   |

Cash and cash equivalents consist of cash.

The accompanying notes are an integral part of these financial statements.

## 1. Incorporation and nature activities

The Organization, incorporated under Part III of the Quebec Corporations Act governing corporations, publishes the "McGill Tribune" newspaper. The Organization is a not-for-profit organization and exempt from income taxes.

## 2. Accounting policies

The financial statements were prepared in accordance with Canadian accounting standards for not-for-profit organizations. Canadian accounting standards for not-for-profit organizations are part of Canadian GAAP.

## Cash and cash equivalents

Cash and cash equivalents include highly liquid cash and short-term investments that are readily convertible to known amounts of cash, with original maturities of three months or less.

#### Revenue recognition

The Organization applies the deferral method to account for contributions. Under the deferral method, restricted contributions relating to expenses of future periods are deferred and recognized as revenues in the period in which the related expenses are incurred.

The Organization recognizes advertising revenues when the service is rendered.

### Contributed services and goods

The Organization recognizes contributions of services when a fair value can be reasonably estimated and when the services would otherwise have been purchased.

#### Fixed assets

Fixed assets are depreciated using the declining balance method at the rate of 30%.

#### Software

Software is amortized using the declining balance method at the rate of 30%.

#### Deferred rent

Deferred rent is amortized over the length of the lease.

# 2. Accounting policies (continued)

## Financial instruments

Financial assets and financial liabilities are initially measured at fair value. Subsequently, assets and liabilities are measured at amortized cost, except for investments in equity instruments quoted in an active market and derivatives that are measured at fair value.

## Use of estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and revenue and expenses for the period. Actual results could differ from those estimates.

## 3. Accounts receivable

|                                 | 2014             | 2013             |
|---------------------------------|------------------|------------------|
|                                 | \$               | \$               |
| Accounts receivable Sales taxes | 15,387<br>28,742 | 16,900<br>40,096 |
|                                 | 44,129           | 56,996           |

## 4. Fixed assets

|                         | 2014   |              |       | 2013  |
|-------------------------|--------|--------------|-------|-------|
|                         |        | Accumulated  | Net   | Net   |
|                         | Cost   | depreciation | value | value |
|                         | \$     | \$           | \$    | \$    |
| Computer equipment      | 10,664 | 6.069        | 4,595 | 5.988 |
| Furniture and equipment | 2,980  | 1,207        | 1,773 | 2,533 |
|                         | 13,644 | 7,276        | 6,368 | 8,521 |



#### 5. Software

|  |       | 2014         |       | 2013  |
|--|-------|--------------|-------|-------|
|  |       | Accumulated  | Net   | Net   |
|  | Cost  | amortization | value | value |
| dos parametros contratos en escribir en es | \$    | \$           | \$    | \$    |
| Software   | 8,220 | 4,796        | 3,424 | 4,891 |

## 6. Accounts payable and accrued liabilities

As at April 30, 2013, accounts payable and accrued liabilities include \$1,250 payable in respect of government remittances (none in 2014).

#### 7. Commitments

The Organization is committed to paying an amount of \$31,583 under operating leases expiring in 2017. Payments under these leases for the next years are as follows:

|      | \$     |
|------|--------|
| 2015 | 15,160 |
| 2016 | 15,160 |
| 2017 | 1,263  |

## 8. Financial instruments

Financial instruments expose the Organization to various financial risks. The significant financial risks arising from financial instruments are summarized below:

## Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The Organization is exposed to this risk through its financial assets. As at April 30, 2014, 42% of the accounts receivable are due from two clients in particular (39% from one client in 2013).

## Liquidity risk

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. The Organization is exposed to liquidity risk through its financial liabilities.

# 9. Economic dependence

During the year, 86% (86% in 2013) of the revenues were received from the contributions of McGill University undergraduate students.

# 10. Comparative figures

Some comparative figures have been reclassified to conform with the presentation adopted in the current year.



# Linda Webb, Mrs.

From:

Mary Jo McCullogh

Sent:

Wednesday, November 26, 2014 3:43 PM

To:

Linda Webb, Mrs.

Subject:

RE: Fees with upcoming end dates

Attachments:

13-04-26 sacomss fee renewal.pdf

Hi Linda,

Re SACOMMS attached is the last approval in Spring 2013 which shows an end date of Fall 2015, which means the referendum should be held in November 2015.

As for the fee being within the SSMU fee – that is problematic and I don't know why it is part of the base fee as it has always been this way, which is probably why it hasn't always been managed so well, and referendum dates missed.

As for the meeting on fees, I would definitely want to be involved, as I am the one primarily responsible for implementing fees. I would however, invite Jessica to this too, as we are working on getting her up to speed on fee assessment.

Thanks.

Mary Jo McCullogh | Director | Student Accounts | McGill University | 3415 McTavish St. McI ennan Library Bldg. mary.mccullogh@mcgill.ca/student-accounts/

From: Linda Webb, Mrs.

Sent: Wednesday, November 26, 2014 1:56 PM

To: Mary Jo McCullogh

Subject: RE: Fees with upcoming end dates

Hi Mary Jo,

I also have the same ones with the addition of the SACOMMS fee. Which raises questions for me. It seems the SACOMMS fee is part of the SSMU General fee. How is this? Is that not bundling (to which SSMU are opposed). How do they renew just part of the general fee? I find it confusing and hope you can shed some light!

On another note, I would like to coordinate a preliminary meeting to discuss establishing guidelines that could be published to aid students when establishing/changing fees. We have our own internal guidelines that we use to check questions for implementability but I think published guidelines are crucial at this point. Is this something you wish to personally discuss? Or would you prefer that we meet with someone in your office? Or both (!) Let me know who should be there in addition to me and Robyn and I will get the ball rolling.

Thanks, Linda

Linda Webb | Administrative Assistant | Office of the Deputy Provost (Student Life and Learning) | McGill University | James Administration Building, 845 Sherbrooke Street West, Montreal, QC, Canada | H3A 0G4 | P 514.398.5255 | <u>linda.webh@mcgill.ca</u>

From: Mary Jo McCullogh

Sent: Tuesday, November 25, 2014 3:45 PM

To: Linda Webb, Mrs.

Subject: Fees with upcoming end dates

Hi Linda,

Here is what I have:

| Description                  | Amt                     | Start Date | End Date    |
|------------------------------|-------------------------|------------|-------------|
| EdUS Career Advising Fee     | \$25 FT; \$12.50 PT     | 201209     | 201501      |
| SSMU Access Bursary Fund     | 8.5 FT/4.25 PT          | Fall 2004  | 201501      |
| Referral Services Fee        | 1.75/ term all students | 200609     | 201501      |
| Arts Student Employment Fund | 6.50 FT /3.25 PT        | Fall 2012  | Winter 2015 |
| Engineering Undergraduate    |                         |            |             |
| Support Fund                 | \$40 FT/\$20 PT         | 201309     | 201501      |

When you have a chance, let me know what you have on your list!

Mary Jo

Mary Jo McCullogh | Director | Student Accounts | McGill University |3415 McTavish St. McLennan Library Bldg. | mary.mccullogh@mcgill.ca Tel: (514) 398-2315 | Fax: (514) 398-2656 | http://www.mcgill.ca/student-accounts/

# APPENDIX D

A copy of the Publication's title page with the approved logo.

# RIBUNE

Editor-in-Chief Jenny Shen editor@mcgilltribune.com

Managing Editors
Mayaz Alam
Malam@mcgilltribune.com
Jessica Fu
jfu@mcgilltribune.com
Remi Lu rlu@mcgilltribune.com

**Production Manager** 



The McGill Tribune is an editorially autonomous newspaper published by the Société de Publication de la Tribune, a student society of McGill University. The content of this publication is the sole responsibility of The McGill Tribune and the Société de Publication de la Tribune, and does not necessarily represent the views of McGill University. Letters to the editor may be sent to editor@mcgilltribune.com and must include the contributor's name, program and year and contact information. Letters should be kept under 300 words and submitted only to the Tribune. Submissions judged by the Tribune Publication Society to be libellous, sexist, racist, homophobic or solely promotional in nature will not be published. The Tribune reserves the right to edit all contributions. Editorials are decided upon and written by the editorial board. All other opinions are strictly those of the author and do not necessarily reflect the opinions of the McGill Tribune, its editors or its staff. Please recycle this newspaper.

# APPENDIX E

# Distribution locations in accordance with Section 10.6 of this Agreement

# A. Approved On-Campus distribution locations

| ON CAMPUS LOCATIONS         |   |           |
|-----------------------------|---|-----------|
|                             |   |           |
| (00 0)                      |   | DEL       |
| 688 SHERBROOKE W.           | Entrance                                  | 200       |
| POLLAK MUSIC HALL           | Entrance                                  | 150       |
| ROYAL VICTORIA COLLEGE      | Entrance                                  | 50        |
| OTTO MAAS CHEMISTRY         | Entrance                                  | 75        |
| WILSON HALL                 | Entrance                                  | 75        |
| BIRKS BLDG                  | Entrance                                  | 25        |
| NEW RESIDENCE 3625 Parc     | Entrance                                  | 50        |
| SIR ARTHUR CURRIE GYM       | CAFETERIA 475 Pine                        | 75        |
| SIR ARTHUR CURRIE GYM       | BASEMENT                                  | 75        |
| LYMAN DUFF MEDICAL          | Entrance                                  | 75        |
| DOUGLAS HALL                | Entrance                                  | 100       |
| McCONNELL HALL              | Entrance                                  | 100       |
| GARDNER HALL                | Entrance                                  | 50        |
| MOLSON HALL                 | Entrance                                  | 100       |
| BISHOP MOUNTAIN HALL        | Entrance                                  | 100       |
| SAMUAL BRONFMAN BLDG        | Sherbrooke Entrance                       | 200       |
| McGILL BOOKSTORE            | Entrance                                  | 100       |
| McLENNAN LIBRARY            | Entrance                                  | 200       |
| EAST ASIAN STUDIES          | 3434 McTavish                             | 25        |
| FACULTY CLUB                | Entrance                                  | 50        |
| PETERSON HALL               | Entrance                                  | 25        |
| SHATNER BLDG:               | MAIN ENTRANCE LEFT                        | 200       |
| SHATNER BLDG:               | MAIN ENTRANCE RIGHT                       | 200       |
| SHATNER BLDG:               | Tribune OFFICE                            | 200       |
| BROWN BLDG:                 | MAIN ENTRANCE                             | 150       |
| BROWN BLDG:                 | SSMU OFFICE                               | 75        |
| GENOME BLDG                 | Entrance                                  | 50        |
| McINTYRE MEDICAL            | PINE STREET ENTRANCE                      | 150       |
| McINTYRE MEDICAL.           | Osler Entrance                            |           |
| STEWART BIOLOGY             | UPPER LEVEL                               | 150       |
| STEWART                     | BIOLOGY LOWER LEVEL                       | 100       |
| BEATTY HALL                 | Entrance Entrance                         | 100       |
|                             |   | 25        |
|                             |   | 25<br>150 |
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