MEMORANDUM OF AGREEMENT

# BETWEEN

# McGill UNIVERSITY

AND

DAILY PUBLICATIONS SOCIETY INC.

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

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

(hereinafter referred to as the "University")

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

(hereinafter referred to as "the DPS")

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

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

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

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

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

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

**WHEREAS** the University and the DPS wish to enter into a new agreement, respecting various matters including the assessment and collection of fees from students and the operation of University accounts for such fees, in replacement of the previous agreement,

### NOW THEREFORE, THE PRESENT AGREEMENT WITNESSES:

## 1. <u>COLLECTION OF FEES</u>

- 1.1 The University shall collect in each of the fall and winter sessions during the term of the present Agreement fees from all graduate and undergraduate students duly registered at the University (the "DPS Fees"). Students that are members of the Macdonald Campus Students' Society or the McGill Association of Continuing Education Students shall not be assessed DPS Fees, and "additional session" students that are members of the Post-Graduate Students' Society shall be assessed only one half of the full fee. Such fees are to be used by the DPS for its operating expenses and the support of the DPS. The current DPS Fee Schedule appears as **Appendix A** hereto.
- 1.2 The DPS Fees shall be included in the total student fee assessed by the University in respect of students and all University regulations pertaining to the assessment and collection of fees shall apply thereto.
- 1.3 The distribution of the DPS fees shall be as follows:
  - 1.3.1. The **first distribution** of the DPS Fees shall be paid to the DPS on September 15 and shall reflect fee assessments from June 1<sup>st</sup> to August 31<sup>st</sup>.
  - 1.3.2. The **second distribution** of the DPS Fees shall be paid on November 15<sup>th</sup> and shall reflect the balance of the Fall Term assessments as at October 31<sup>st</sup>. There shall be no hold back of fees for either of these remittances.
  - 1.3.3. The **third distribution** of the DPS Fees shall be paid on February 15<sup>th</sup> and shall reflect the Winter Term fee assessments as at January 31<sup>st</sup>. 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 1<sup>st</sup> to May 31<sup>st</sup>.
  - 1.3.4. The **final distribution** of DPS Fees shall be paid on June 15<sup>th</sup> and shall reflect assessment as at May 31<sup>st</sup>, 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 31<sup>st</sup>.
- 1.4 No charges shall be levied by the University for the collection of the DPS Fees; however, the University shall be entitled to receive 1% of the total fees assessed in each term as relief for the collection of bad debts. The University shall provide the DPS with information on the level of bad debt resulting from its members. Should

the Banner System allow the University to determine more accurately the cost of bad debts, the University shall revise the 1 % cost under this agreement, to a maximum of 1%.

- 1.5 The DPS shall deposit funds in an external account maintained by the DPS for its exclusive use. Upon prior written agreement of the parties, the DPS may have certain funds credited to an internal account of the University for the exclusive use of the DPS in order to cover all University expenses and services made or performed on behalf of and authorized by the DPS.
- 1.6 No adjustments to the DPS Fees shall be applied, collected or distributed by the University unless they are consistent with all University procedures and regulations pertaining to the assessment, collection and distribution of fees and the Deputy Provost (Student Life and Learning) has confirmed in writing that the formalities required by the DPS constitution for fee adjustment, the University and applicable law have been followed.
- 1.7 All requests for new fees or fee changes must be sent in writing to the Deputy Provost (Student Life and Learning).
- 1.8 As soon as possible, but no later than three (3) calendar weeks prior to the date of any referendum, DPS shall provide the Deputy Provost (Student Life and Learning) with a copy of the proposed question, and the Deputy Provost (Student Life and Learning) shall reply within two (2) calendar weeks of receipt of the referendum question. If the University has any concerns, the parties shall resolve the matter to their mutual satisfaction. In the event the University has continued concerns, DPS shall modify or withdraw the question.

The deadlines to submit referendum questions for review and to submit referendum results to the Deputy Provost (Student Life and Learning) are stipulated in the table below.

	Fall Implementation	Winter Implementation
Deadline to submit questions for review	March 1 <sup>st</sup>	October 15 <sup>th</sup>
Deadline to submit referendum results	April 1 <sup>st</sup>	November 5 <sup>th</sup>

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

2.1. The University shall provide certain services to the DPS for an Annual

Administrative Fee in accordance with the schedule contained in **Appendix B**. This fee is subject to an annual review by the University. The services to be provided on Minerva will include the following:

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

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

The email addresses of the DPS authorized contacts: <u>chair@dailypublications.org</u> and <u>ads@dailypublications.org</u>.

- 2.2. Should the DPS require any other lists, data sets or any other type of information on their membership or its financial records not already provided for in Article 2.1 above or elsewhere in this Memorandum of Agreement, the University shall give effect to the request to the extent allowed by law and subject to the payment of an appropriate fee, and upon reasonable prior notice to the Director, Student Accounts, Financial Services. 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 IT Infrastructure & Information Security (IIS) at the request of the DPS, the University reserves the right to charge the DPS the hourly rate for the work to be performed.
- 2.4. The University will not draw any funds from the account maintained by the University for the use of the DPS or from the fees collected by the University for the DPS without the DPS' prior written approval, unless exercised as a remedy pursuant to Article 8.1 hereto. The DPS shall pay the University to cover all University expenses and services made or performed on behalf of the DPS with 30 days of notice.

# 3. LOANS AND GRANTS

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

## 4. **INSURANCE**

- 4.1. The DPS shall ensure that its officers and employees are covered under the terms of an Employee Dishonesty Policy with a reputable licensed insurer, maintain such policy in force at all times during the term of the present Agreement and provide the University each year with a copy of such policy.
- 4.2. The DPS shall be solely responsible for obtaining appropriate insurance necessary to conduct its activities, including and without limitation, comprehensive general liability insurance including but not limited to loss of property damages and personal damages; and shall name the University as Additional-Insured.
- 4.3. The DPS shall provide evidence of coverage upon execution of the Agreement and annually thereafter to the Deputy Provost (Student Life and Learning) with a copy to the Risk Advisory and Insurance Services. Evidence shall take the form of true copies of the relevant insurance policy or renewal certificate, as the case may be.
- 4.4. The DPS shall hold harmless the University, its officers, employees and agents of and from any and all suits, claims or demands, and reasonable costs and expenses that may arise by reason of the operation of activities of the DPS, or any act, neglect, omission of the DPS, its directors, officers, employees, agents or persons engaged or retained by it.
- 4.5. The University shall not be liable for damages suffered by the DPS resulting from the fault, negligence, acts or omissions attributable to a third party even if such third party is a person whom the University has allowed to use or to have access to such space.

# 5. MAINTENANCE AND AUDITING OF ACCOUNTS

- 5.1 All financial records, books and accounts of the DPS shall be maintained in accordance with generally accepted accounting principles consistently applied.
- 5.2 The DPS shall provide the Deputy Provost (Student Life and Learning) with a copy of its annual audited financial statements within 180 calendar days of each financial year-end. The DPS' financial year-end is April 30<sup>th</sup>.

- 5.3 Upon reasonable notice from the University and upon reasonable cause, the DPS shall make available for audit at no cost to the DPS all documents relating to:
  - 5.3.1 current contracts and expenditures;
  - 5.3.2 projected contracts and expenditures; and
  - 5.3.3 books, records and accounts.
- 5.4 The DPS shall engage the services of a reputable auditing firm or chartered accountant in good standing with the **Québec Order of Chartered Professional Accountants** and shall give notice of the name to the University on a timely basis. The University shall notify the DPS if it does not find the auditing firm or individual acceptable and shall provide detailed reasons. In the event the University has continued concerns, the parties shall resolve the matter to their mutual satisfaction.

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

- 6.1. The DPS recognizes that the University is the owner of the intellectual property in the word "McGill" and the McGill trademarks which are duly protected by the *Trademarks Act*.
- 6.2. On a nonexclusive basis and solely in connection with its activities related to its role in accordance with this Agreement, the University hereby grants the DPS the right to use the word "McGill" in the name of its publication "**The McGill Daily**". The present grant is not assignable.
- 6.3. The approved name and logo of the DPS publications appear in **Appendix C**. Any changes shall be submitted in advance to the Deputy Provost (Student Life and Learning) for approval.
- 6.4. The University's name, trademarks and emblems may not be used in connection with the DPS name or in any way integrated, with DPS name, logo and emblems which shall be distinct from those of the University.
- 6.5. For event-specific permission to use the name, emblems or trademarks of the University, DPS shall obtain express prior written consent from the Deputy Provost (Student Life and Learning). Permission shall be granted at the University's discretion and, where granted, is not assignable. The University reserves the right to withdraw such permission at any time and for whatever reason.

# 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 DPS shall not solicit or receive any gift, grant or bequest in the name of the University without the prior written consent of the University.
- 7.4 Should any legal proceedings or claims be taken or made against one party as a result of an act of the other, the said legal proceeding or claims shall be immediately referred to the other party which shall deal with it in a timely manner and at its own expense. Any costs or expenses incurred by the party for such legal proceedings or claim including, inter alia, any legal fees, condemnation, order, settlement, interest, judicial and extra judicial fees and costs, shall be entirely at the charge of the other party.
- 7.5 Either party shall have the option of engaging its own legal counsel to intervene in any legal proceedings in respect of the other party where its interests are involved. In such a case, all expenses, extra judicial fees and disbursements shall be borne exclusively by the party that has invoked this option.

# 8. **<u>RIGHT TO SET OFF</u>**

- 8.1. Should the University, following due notice to the DPS, be required to pay any of the charges, costs, expenses, debts and claims which are by these presents to be borne exclusively by the DPS, or should the DPS be in any way indebted to the University, the University is authorized to collect or set off the said amount against the funds paid or payable to the DPS pursuant to this Agreement.
- 8.2. In accordance with the present Agreement:
  - 8.2.1. The University must provide the DPS with a written notice of the charges, costs, expenses, debts and claims providing complete details and documents relating thereto.
  - 8.2.2. The DPS shall have thirty (30) working days (or 60 calendar days between period May 1<sup>st</sup> and August 31<sup>st</sup>) after the receipt of such notice in which to resolve and/or remedy the matter.
  - 8.2.3. The University shall exercise its best effort to inform the DPS as soon as

possible within the same budget year (defined as the period May 1<sup>st</sup> to April 30<sup>th</sup>) of any charges, costs, expenses, debts and claims on the part of the DPS under this clause.

# 9. <u>LIQUOR PERMITS</u>

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

- 9.1 The DPS recognizes and reaffirms its commitment to respect Article 39 of the *Quebec Act Respecting Liquor Permits (chapter P-9.1)* that specifies the DPS may only hold only **reunion liquor permits** (as defined in Article 30) for events held within University buildings or anywhere on University property. The hosting of such events is subject to prior express approval of the University and such other conditions as set from time to time.
- 9.2 The DPS shall exercise its permits in accordance with all laws, municipal and government regulations and well as all internal requirements and policies of the University and appropriate standards of conduct, that include, but are not limited to those relating to:
  - 9.2.1 hosting on campus events only in approved University locations;
  - 9.2.2 advertising these campus events, and the cost of alcohol, in accordance with the law;
  - 9.2.3 purchasing, storing (as applicable) and serving the alcoholic beverages at these events in accordance with the law;
  - 9.2.4 adhering to all requirements with respect to building, fire, security and room capacity.
- 9.3 The DPS shall hold harmless the University for any and all claims, fees or fines arising from the DPS' exercise or omission to exercise its rights and duties under such permits and as host of these events.
- 9.4 The DPS shall ensure that the events hosted by the DPS include activities that allow members to socialize without requiring the purchase or consumption of alcohol for participation in the activity or event.

## 10. CONTENT AND CIRCULATION OF THE DPS PUBLICATIONS

- 10.1. The DPS shall publish, in paper and electronic form, a newspaper oriented toward general student readership using the name: **THE McGILL DAILY**, and **LE DÉLIT** ("the Publications").
- 10.2. The DPS shall provide all students a forum to engage with issues in the form of a letters to the editor section, in both electronic and print form, whether or not those opinions conform with the editorial position of the DPS.
- 10.3. The DPS shall adhere to the ethics guide of the *Conseil de presse du Quebec* and respect any adjudication of that organization.
- 10.4. The DPS shall display **on the title page** of the Publications the DPS logo and the name of the Publication with the following notice appearing immediately below the Publication's name:

# Published by the Daily Publications Society, a student society of McGill University

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

**Published by the Daily Publications Society, a student society of McGill University.** -The views and opinions expressed in the Daily are those of the authors and do not reflect the official policy or position of McGill University. The McGill Daily is independent from McGill University."

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

- 10.5. The Publications shall not display the McGill name, crest or logo in its masthead.
- 10.6. The editorial, reporting and advertising content of **THE McGILL DAILY** and **LE DÉLIT FRANÇAIS** is the sole and exclusive responsibility of the DPS. For greater certainty, the University shall not be responsible or liable for the editorial, reporting or advertising content of **THE McGILL DAILY** and **LE DÉLIT** saving however, the cost of any advertising which the University places.
- 10.7. The parties acknowledge the independence of the DPS. With regard to the content of its publications, the University shall respect the principals of freedom of the press, speech and expression exercised by the DPS, its officers and staff. The University shall inform the DPS by notice to the Chairperson of the Board or any available director should the Chairperson not be available, of any dispute, conflict or complaint which

may arise from the content of the DPS publications.

- 10.8. The DPS is responsible for the distribution of the Publications, without charge to its members.
- 10.9. The distribution of the Publications on University property shall be limited to the Montreal campus of the University. The method of distribution shall be by leaving copies of the Publications at defined locations in the buildings thereon, as agreed between the DPS and the University. The list of Approved Locations on the downtown campus appears as **Appendix D.** No changes shall be made to this list without the approval and authorization of the Deputy Provost (Student Life and Learning).
- 10.10. Notwithstanding Section 10.9, and subject to the University's rights in Article 6, off campus distribution of the Publication is permitted.
- 10.11 The frequency of publication and the number of copies of the Publications printed for distribution shall be determined by the DPS, it being understood, however, during the academic year, the Publications will be published at least 30 times.
- 10.12 Notwithstanding the generality of the foregoing, the permission granted to the DPS under this Agreement does not extend to the distribution of commercial flyers and advertisements for third parties; either placed loosely within the Publication or distributed with the Publication (whether or not placed on the newsstands), which is strictly prohibited.

# 11 **REPRESENTATIONS OF THE DPS**

- 11.1 The DPS represents, warrants and covenants that:
  - 11.1.1 the charter documents and by-laws of the DPS remitted to the University concurrently with the execution of the present Agreement and which appear as **Appendix C** constitute the entirety of the corporation's documents and are provided for reference purposes. The Parties agree that no clause in the By-laws shall modify or supersede this Agreement.
  - 11.1.2 a referendum of the DPS members has been duly held in accordance with its By-laws approving the existing DPS Fees and such referendum continues to bind the DPS and its members;
  - 11.1.3 it has amended its policies and procedures to provide for conflict of interest provisions respecting the hiring of employees, contracts with related parties and the administration of its affairs;

11.1.4 it is and shall maintain its status as a corporation whose membership requirements are stated in the DPS' By-laws as follows:

Membership in the DPS is available only to all students duly registered at McGill University. A person eligible for membership who is charged the DPS fee is deemed to be a member of the DPS.

- 11.1.5 all regularly registered students on the downtown campus at the University are entitled to membership, but no member may act as Director or Officer of the DPS while subject to any disciplinary measure under policies and regulations concerning students' rights and responsibilities that has the effect of depriving them of their status as a student of the University.
- 11.1.6 all financial records, books and accounts of the DPS shall be maintained in accordance with generally accepted accounting principles consistently applied.
- 11.2 For greater clarity, the DPS shall provide the Deputy Provost (Student Life and Learning) with a copy of:
  - 11.2.1 the DPS's **Annual Declaration of Incorporation** as proof that the Association has maintained its incorporated status;
  - 11.2.2 a copy of DPS's annual **Audited Financial Statements** prepared in accordance with Article 5 herein;
  - 11.2.3 a copy of the annual **Certificate of Insurance** obtained in accordance with Article 4 herein;
  - 11.2.4 any changes to the documents remitted to the University concurrently with the execution of the present Agreement, within 30 days of the change.

# 12 EVENT OF DEFAULT

- 12.1 Each of the following shall be considered an event of default:
  - 12.1.1 when either the DPS or the University breaches a term or condition of the present agreement or of any other written agreement between the DPS and the University;
  - 12.1.2 when the DPS violates its charter, constitution or by-laws, or any duly approved regulations, rules or policies of the University, some of which appear in the University Administrative Handbook;

- 12.1.3 when in the course of or subsequent to an audit, the DPS's auditor reports on material fraud, error or misstatement of the books or financial records of the DPS;
- 12.1.4 when the DPS ceases to operate, dissolves, modifies its status, makes any general assignment for the benefit of the creditors, takes the benefit of any insolvency or bankruptcy act or if a receiver or trustee be appointed for the property of the DPS or any part thereof.
- 12.2 In the event of default, the defaulting party shall be entitled to written notice of default and upon receipt of such notice, shall have 30 working days (or 60 calendar days between period May 1<sup>st</sup> and August 31<sup>st</sup>) within which to remedy such default.
- 12.3 In the event of a dispute over the existence of a default, either party shall be entitled to submit the dispute to arbitration by giving the other party written notice no later than 90 calendar days from the date of the notice referred to in Section 12.2. Such notice shall suspend the delay granted to remedy the default referred to in Section 12.2.
- 12.4 Submission to arbitration shall be made in accordance with the provisions of the *Quebec Code of Civil Procedure* (Sections 620 and following) to one arbitrator chosen by the parties. The fees and expenses of the arbitrator shall be shared equally between the parties.
- 12.5 The parties agree that it is in their best interest to resolve any dispute or disagreement amicably. The parties agree to engage in an open and respectful dialogue between the Deputy Provost (Student Life and Learning) and the Chair of the Board of Directors of the DPS with the aim of arriving at an amicable resolution. The parties shall also consider, and take such reasonable efforts, to explore processes, techniques and informal mechanisms for dispute resolution for disagreeing parties to come to an agreement.

# 13 **<u>REMEDIES</u>**

- 13.1 Upon the confirmation of the occurrence of a default by either party, in accordance with Section 12, the present Agreement may be resiliated forthwith upon written notice to the defaulting party.
- 13.2 Upon the confirmation of the occurrence of an event of default by the DPS, in accordance with Section 12, all funds for the accounts of the DPS shall be allocated to an interim trust fund ("Trust Fund") administered by the University and overseen by a committee of five (5) members comprising of two University representatives,

two DPS representatives and chaired by a person selected by agreement of the parties. The Committee shall oversee the administration of the Trust Fund until such time as the DPS has been restructured and reinstated.

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

# 14 LOCATION

- 14.1 The DPS shall locate its principal premises on or about the Montreal campus of the University.
- 14.2 In accordance with a lease agreement entered into with the Students' Society of McGill University, the DPS is located at 3480 McTavish, Suite 107, Montreal, QC H3A 0E7.

# 15 TELEPHONE, INTERNET, EMAIL, NETWORK AND MAIL SYSTEMS

- 15.1 As long as the DPS is located in a University building, the DPS shall be entitled:
  - 15.1.1 to telephone services from the University, including a McGill number, McGill credentials (as appropriate), internal switching and University directory listings. Equipment to use telephone services must be purchased by the DPS. No equipment other than that provided by IIS may be attached to lines provided by McGill.
  - 15.1.2 to purchase backbone connectivity and Internet access for their computers. This does not include a right to web casting. This may be subject to a separate agreement.
  - 15.1.3 to use the University's e-mail system subject to the DPS, its employees, officers, and volunteers, respecting University policies including but not limited to the Policy on the Responsible Use of McGill Information Technology Resources.
  - 15.1.4 to use the University's mailing system, including internal delivery. The DPS shall pay for all costs associated with the use, including but not limited to, the cost of external mail sent through the University mailing system.
- 15.2 Subject to the conditions set out in Articles 6, 10.1 and 10.4; the University grants the DPS the right to use "McGill" within its domain <u>www.mcgilldaily.com</u>, its own independent interactive website.

- 15.3 The DPS shall pay for all costs associated with the integration and the use of these systems as set from time to time. Integration in these University systems is a privilege, which may be revoked, should the University reasonably believe that the DPS has used any system in a manner contravening McGill policy. The University shall provide the DPS with such reasonable notice, as deemed to be appropriate, prior to revoking any of these systems.
- 15.4 The DPS is prohibited from using the University's information technology resources (as defined in the *Policy on Responsible Use of McGill Information Technology Resources*) to store, process, transmit or accept any payment card data. For clarity, the DPS warrants that it will not use the University-provided wired, wireless or telephony networks to store, process, transmit or accept payments. For example, the DPS cannot use the McGill networks with any point-of-sale hardware or software.

# 16 STAFF STATUS

All staff hired by the DPS shall be exclusively employees of the DPS employment and not of the University. The working conditions, including payroll, of the DPS' staff shall be determined solely by the DPS. Any dispute arising between the DPS and its staff shall be the sole responsibility of the DPS.

# 17 TERM AND REVIEW

- 17.1 The term of the present agreement is five (5) years beginning on **June 1, 2023**, and ending on **May 31, 2028**.
- 17.2 Renewal of this agreement shall be subject to confirmation of continued support for DPS as a recognized student activity supported by student fees. In fall 2027, DPS shall conduct a referendum of its members asking the following question:

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

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

# 18 <u>NOTICE</u>

Any notice to be given by the present Agreement shall be given to the University at its abovementioned address to the attention of the Deputy Provost (Student Life and Learning), and to the DPS to the attention of its Chair of the Board or any available member of the Board should the Chair not be available.

### 19 ENTIRE AGREEMENT

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

### 20 LANGUAGE

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

### AND THE PARTIES HAVE SIGNED:

### **DAILY PUBLICATIONS SOCIETY INC.**

Asa Kohn, Chair, Daily Publication Society Board of Directors

25 Nov 2024 Date

# **MCGILL UNIVERSITY**

rell

Professor Angela Campbell Interim Deputy Provost (Student Life and Learning)

4 December 2024 Date

# **APPENDIX A**

# **DPS Fee Schedule** in accordance with Section 1 of this Agreement

DPS Fee Schedule for Year 2024-2028			
Types of members	Fee per term	Expires	
Undergraduate students on the Downtown Campus	\$7.50	Winter 2028	
Graduate students		Winter 2028	
Full-time, Part-time, Half-Time	\$4.35		
Additional Session/Non-thesis Extension/ Thesis	\$2.18		
Evaluation Term			

Members are students on the Downtown Campus who are not governed by the MCSS or the MACES.

# **APPENDIX B**

Annual Administrative Fee Schedule	
in accordance with Section 2 of this Agreemen	it

Amount of Association	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Fees Collected					
\$0-\$99,999	\$616	\$636	\$656	\$677	\$699
\$100,000- \$149,999	\$924	\$953	\$984	\$1,015	\$1,048
\$150,000- \$199,999	\$1,233	\$1,273	\$1,313	\$1,355	\$1,399
\$200,000-\$249,999	\$1,541	\$1,590	\$1,641	\$1,693	\$1,748
\$250,000 or more	\$2,157	\$2,226	\$2,297	\$2,371	\$2,446

Rate of increase based on the average base rate of indexation of compulsory institutional fees (FIO) for the past five years, rounded to the nearest dollar. The average increase for the academic years 2019-2020 to 2023-2024 is 3.2%.

# **APPENDIX C**

- 1. Annual Confirmation of Incorporation
- Corporation by-laws
   Audited Financial Statements
- 4. Certificate of Insurance
- 5. Confirmation of Student Support 2022
- 6. Approved logos



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

# Déclaration de mise à jour annuelle 2024

#### Accusé de réception

La demande a été transmise le 3 octobre 2024 à 11 h 11 min 14 s.

Le numéro de référence est 020200117226196.

Merci d'avoir utilisé nos services en ligne.

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1142451450
Nom	SOCIÉTÉ DE PUBLICATIONS DU DAILY
Version du nom dans une autre langue	DAILY PUBLICATIONS SOCIETY

Année de déclaration

Année	2024	Cette déclaration est
modifications.		produite sans

#### Identification du signataire

Identification

Nom de la personne physique	
Nom de famille	
Matteo	
Prénom	
Letizia M.	
Nom de l'entreprise	Société de Publications du Daily

Adresse

Adresse	3796 rue de l'Intendant Laval (Québec) H7E5H8 Canada	
Dereenne è contactor		

#### Personne à contacter

Identification\*

Nom de famille

Matteo

Prénom

Letizia M.

Mode de communication préféré

Courriel

Coordonnées de correspondance

Adresse de courriel

letty@dailypublications.org

Téléphone 514 398-6790

Adresse de correspondance

Adresse

107-3480 rue McTavish Montréal (Québec) H3A0E7 Canada

#### Certification

Je suis la personne autorisée à transmettre ce document pour le compte du représentant des personnes tenues de le signer. Le représentant m'assure avoir vérifié l'identité de ces personnes et que toutes lui ont déclaré que les renseignements sont exacts et complets.

# Québec 🔠

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Corporations Canada

Innovation, Science and Economic Development Canada Innovation, Sciences et Développement économique Canada Corporations Canada

### Form 4022 **Annual Return**

#### Formulaire 4022 Rapport annuel

Canada Not-for-profit Corporations Act Loi canadienne sur les organisations à (NFP Act)

but non lucratif (Loi BNL)

Corporate name Dénomination de l'organisation
DAILY PUBLICATIONS SOCIETY SOCIETE DE PUBLICATIONS DU DAILY
Corporation number Numéro de l'organisation 121591-4
Year of filing Année de dépôt 2024
Date of last annual meeting of members (YYYY-MM-DD) Date de la dernière assemblée annuelle des membres (AAAA-MM-JJ)
2024-10-02
Is the corporation a soliciting corporation? Est-ce qu'il s'agit d'une organisation ayant recours à la sollicitation ?
No Non

6 Declaration: I certify that I have relevant knowledge of the corporation and that I am authorized to sign this form. Déclaration : J'atteste que je possède une connaissance suffisante de l'organisation et que je suis autorisé(e) à signer le présent formulaire.

<u>e *Matteo* LETIZIA M MATTEO</u> 5143986790

A person who makes, or assists in making, a false or misleading statement is guilty of an offence and liable on summary conviction to a fine of not more than \$5,000 or to imprisonment for a term of not more than six months or to both (subsection 262(2) of the NFP Act).

La personne qui fait une déclaration fausse ou trompeuse, ou qui aide une personne à faire une telle déclaration, commet une infraction et encourt, sur déclaration de culpabilité par procédure sommaire, une amende maximale de 5 000 \$ et un emprisonnement maximal de six mois ou l'une de ces peines (paragraphe 262(2) de la Loi BNL).

You are providing information required by the NFP Act. Note that both the NFP Act and the Privacy Act allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la Loi BNL. Il est à noter que la Loi BNL et la Loi sur les renseignements personnels permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personels numéro IC/PPU-049.

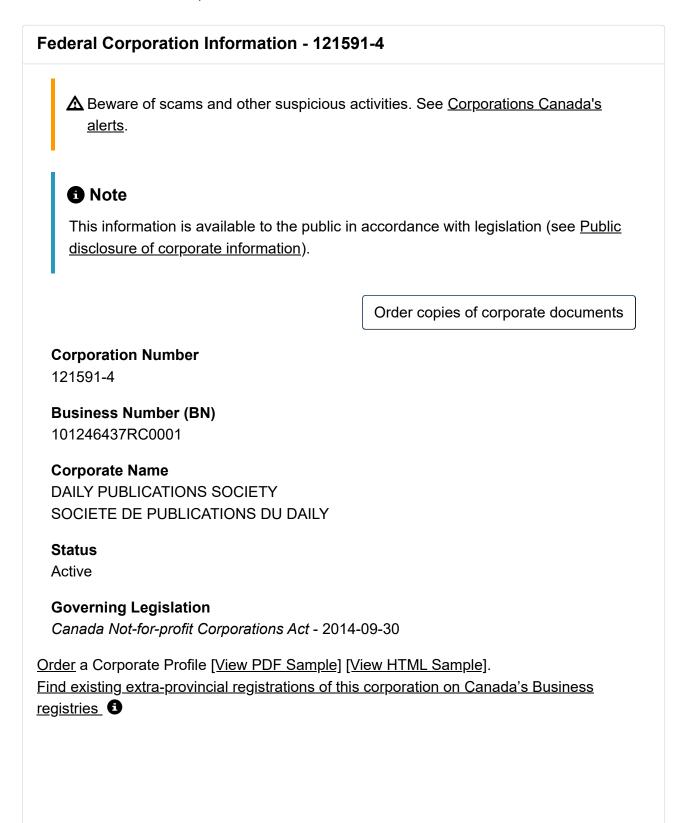
\*

# Government of Canada

# Gouvernement du Canada

<u>Canada.ca</u> → <u>Innovation, Science and Economic Development Canada</u> → <u>Corporations Canada</u>

→ <u>Search for a Federal Corporation</u>



# **Registered Office Address**

3480 MCTAVISH ST ROOM 107 MONTREAL QC H3A 0E7 Canada

# Note

Active NFP Act corporations are required to <u>update this information</u>. Changes are only legally effective when filed with Corporations Canada. A <u>corporation key</u> is required. If you are not authorized to update this information, you can either contact the corporation or contact <u>Corporations Canada</u>. We will inform the corporation of its <u>reporting obligations</u>.

# Directors

Minimum 6 Maximum 12

Asa Milo Kohn 5580 Boul. Saint-Laurent Montréal QC H2T 1S8 Canada

Emma Bainbridge 363 Ravenhill Avenue East Ottawa ON K2A 0J5 Canada

Layla Lamrani 1062 Rue de Lavande Laval QC H7Y 2G6 Canada

Jade Lê 303 - 2300 rue Tupper Montreal QC H3H 0B9 Canada

Letizia M. Matteo 3796 Rue de l'Intendant Laval QC H7E 5H8 Canada

Andrei Li 197 Rhodes Avenue Toronto ON M4L 3A2 Canada

Rafael Miró-Lucas 751 Av. Hartland Montréal QC H2V 2X5 Canada

Vincent Louis Oscar Maraval 3463 Rue Aylmer Montreal QC H2X 2B4 Canada

# Note

Active NFP Act corporations are required to <u>update director information</u> (names, addresses, etc.) within 15 days of any change. A <u>corporation key</u> is required. If you are not authorized to update this information, you can either contact the corporation or contact <u>Corporations Canada</u>. We will inform the corporation of its <u>reporting obligations</u>.

# **Annual Filings**

Anniversary Date (MM-DD) 09-30

**Date of Last Annual Meeting** 2024-10-02

Annual Filing Period (MM-DD) 09-30 to 11-29

Type of Corporation Non-Soliciting

# **Status of Annual Filings**

listory		
DAILY PUBLICATIONS SOCIETY	1981-10-05 to 2014-09-30	SOCIETE DE PUBLICATIONS DU DAILY
DAILY PUBLICATIONS SOCIETY	2014-09-30 to Present	SOCIETE DE PUBLICATIONS DU DAILY
and Filings		
<b>Continuance</b> iction: Canada Corpora	tions Act - Part II (C	CA-II)
	Order copie	es of corporate documents
	DAILY PUBLICATIONS SOCIETY DAILY PUBLICATIONS SOCIETY and Filings Continuance	DAILY 1981-10-05 to PUBLICATIONS 2014-09-30 SOCIETY DAILY 2014-09-30 to PUBLICATIONS Present SOCIETY and Filings Continuance iction: Canada Corporations Act - Part II (C

### **Date Modified:**

2024-09-13

#### DAILY PUBLICATIONS SOCIETY SOCIÉTÉ DE PUBLICATION DU DAILY

Financial Statements

April 30, 2024

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#### DAILY PUBLICATIONS SOCIETY SOCIÉTÉ DE PUBLICATION DU DAILY

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# Amstutz Inc.

Comptables Professionnels Agréés INDEPENDENT AUDITORS' REPORT

To the Directors of DAILY PUBLICATIONS SOCIETY / SOCIÉTÉ DE PUBLICATION DU DAILY

#### Opinion

We have audited the financial statements of DAILY PUBLICATIONS SOCIETY / SOCIÉTÉ DE PUBLICATION DU DAILY (the Organization), which comprise the statement of financial position as at April 30, 2024, and the statements of operations, changes in net assets and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Organization as at April 30, 2024, 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.

#### Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are independent of the Organization in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

# Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the 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.

In preparing the financial statements, management is responsible for assessing the Organization's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Organization or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Organization's financial reporting process.

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

6600 aut. Transcanadienne, suite 202, Pointe-Claire, Québec H9R 4S2 Tel: (514) 694-2884 Fax: (514) 694-0136

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

• Identify and assess the risks of material misstatement of the financial statements, whether due to fraud of error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

• Obtain an understanding of internal control relevant to the audit 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 Organization's internal control.

• Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

• Conclude on the appropriateness of management's use of the going concern basis of accounting and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Organization's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Organization to cease to continue as a going concern.

• Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

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By: R. Amstutz, CPA auditor September 11, 2024 Montreal, Quebec Permit No: A105202

Amstutz Inc.

#### DAILY FUBLICATIONS SOCIETY SOCIETÉ DE PUBLICATION DU DAILY Statement of Financial Position as at April 30, 2024

	2024	2023
ASSETS		
CURRENT ASSETS Cash Term deposits (note 3) Accounts receivable (Note 4) Prepaid expenses	\$ 117,224 140,000 13,616 5,075 275,915	\$ 148,433 240,000 14,939 <u>5,075</u> 408,447
CAPITAL ASSETS (Note 5)	<u>14,119</u>	<u>    16,010</u>
LIABILITIKS	\$ <u>290,034</u>	\$ <u>424,457</u>
CURRENT LIABILITIES Accounts payable and accrued liabilities Salaries and commissions payable Government remittances payable Current portion of long-term debt	\$ 16,494 2,274 3,253 	\$7,328 5,578 <u>40,000</u> <u>52,906</u>
NET ASSETS		
Restricted Emergency reserve Operations reserve Invested in capital assets	150,000  14,119	150,000 75,000 16,010
Unrestricted		130,541
	268,013	<u> </u>
	\$	\$ 424,457

ON BEHALF OF THE BOARD

Ac Chan, director

Letizia Matteo ... director

The accompanying notes form an integral part of the financial statements

#### DAILY PUBLICATIONS SOCIETY SOCIÉTÉ DE PUBLICATION DU DAILY Statement of Changes in Net Assets year ended April 30, 2024

		Restricted	Invested		2024
	Emergency reserve	Operations reserve	in capital assets	Unrestricted	Total
Balance, beginning of year	\$ 150,000	\$ 75,000 \$	16,010	\$ 130,541 \$	371,551
(Deficiency) of rever over expenses	rues -	-	(1,891)	(101,647)	(103,538)
Transfer to unrestricted	-	(75,000)	-	75,000	-
Balance, end of year	\$ <u>150,000</u>	\$ <u> </u>	14,119	\$ <u>103,894</u> \$	268,013
		Restricted	Invested		2023
	Emergency reserve	Operations reserve	in capital assets	Unrestricted	Total
Balance, beginning of year	\$ 150,000	\$ 75,000 \$	17,923	\$ 178,890 \$	421,813
(Deficiency) of rever over expenses	2002 -	-	(1,913)	(48,349)	(50,262)

Balance, end of year \$ 150,000 \$ 75,000 \$ 16,010 \$ 130,541 \$ 371,551

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

#### DATLY FUBLICATIONS SOCIETY SOCIÉTÉ DE FUBLICATION DU DAILY Statement of Operations year ended April 30, 2024

	2024	2023
REVENUES		
Advertising	\$ 9,811	\$ 16,581
Student fees	321,233	315,837
Other		
	3/303	4,155
	335,453	336,573
EXPENSES (schedule)		
Selling	135,049	140,860
General and administrative	71,902	71,322
Printing and production	131,803	141,845
Financial	621	<u>717</u>
	339,375	354,744
(DEFICIENCY) OF REVENUES OVER EXPENSES		
BEFORE OTHER INCOME (CHARGES)	(3,922)	<u>(18,171</u> )
OTHER INCOME (CHARGES)		
Interest income	10,426	5,041
Settlement of lawsuit	(110,042)	(42,360)
Property tax refund		5,228
	<u>(99,616</u> )	(32,091)
(DEFICIENCY) OF REVENUES OVER EXPENSES	\$ <u>(103,538</u> )	\$(50,262)

The accompanying notes form an integral part of the financial statements

#### DAILY PUBLICATIONS SOCIETY SOCIÉTÉ DE PUBLICATION DU DAILY Statement of Cash Flows Year ended April 30, 2024

OPERATING ACTIVITIES	2024	2023
(Deficiency) of revenues over expenses	\$ (103,538)	\$ (50,262)
Item not affecting working capital Amortization	4,525	4,955
	(99,013)	(45,307)
Changes in non cash operating working capital		
Accounts receivable Accounts payable and accrued liabilities Salaries and commissions payable Government remittances	1,323 9,166 (3,304) <u>3,253</u> (88,575)	(221) (55,030) 1,667 
INVESTING ACTIVITIES Acquisition of capital assets	<u>(2,634</u> ) (2,634)	<u>(3,042</u> ) <u>(3,042</u> )
FINANCING ACTIVITIES Repayment of long-term debt	<u>(40,000</u> ) <u>(40,000</u> )	<u>-</u>
(DECREASE) IN CASH AND CASH EQUIVALENTS Cash and Cash Equivalents, beginning of year Cash and Cash Equivalents, end of year	(131,209) _ <u>388,433</u> \$ <u>_257,224</u>	(101,933) <u>490,366</u> \$ <u>_388,433</u>

Cash and cash equivalents are comprised of the following:

Cash	\$ 117,224	\$ 148,433
Term deposit	<u>140,000</u>	
	\$	\$ <u>388,433</u>

The accompanying notes form an integral part of the financial statements

DAILY PUBLICATIONS SOCIETY SOCIÉTÉ DE PUBLICATION DU DAILY Notes to the Financial Statements as at April 30, 2024

1. STATUS AND PURPOSE OF THE ORGANIZATION

The Organization is a not-for-profit organization registered under the Income Tax Act which publishes the McGill University student newspapers, The McGill Daily and Le Délit, and operates their websites, www.mcgilldaily.com and www.delitfrancais.com in Canada.

2. SIGNIFICANT ACCOUNTING POLICIES

The financial statements were prepared in accordance with Canadian accounting standards for not-for-profit organizations. The Organization also applies the Canadian standards for private enterprises to the extent that these standards address topics not addressed in Canadian accounting standards for not-forprofit organizations and include the following significant accounting policies:

Revenue recognition

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

Advertising revenue is recognized when advertisements are published in the Organization's newspapers. Student fee revenues is recognized on a straightline basis over the year. Interest income is recorded as revenue when it is earned.

# Contributed materials and services

Contributed materials and services received in the normal course of operations that would have otherwise been purchased are recognized at the fair market value of the related materials and services contributed.

### Accounting estimates

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

### Cash and cash equivalents

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

DAILY PUBLICATIONS SOCIETY SOCIÉTÉ DE PUBLICATION DU DAILY Notes to the Financial Statements as at April 30, 2024

2. SIGNIFICANT ACCOUNTING POLICIES (cont'd)

Capital assets

Capital assets are recorded at cost. They are amortized over their respective estimated useful lives using the declining balance method at the following annual rate:

Office equipment	20%
Computer equipment	30%
Photographic equipment	30%
Typesetting equipment	20%
Computer software	20%

### Long-lived assets

The Organization tests long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Recoverability is assessed by comparing the carrying amount to the estimated undiscounted future net cash flows the long-lived assets are expected to generate, through their direct use and eventual disposition. When a test for impairment indicates that the carrying amount of an asset is not recoverable, an impairment loss is recognized to the extent carrying value exceeds its fair value.

### Financial instruments

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

Financial assets measured at amortized cost include cash, term deposit and accounts receivable. Financial liabilities measured at amortized cost include accounts payable and accrued liabilities, salaries and commissions payable and government remittances payable.

### Government assistance

Subsidies are accounted for using the cost reduction approach whereby the subsidies are credited to the related expenses in the period the expenses are incurred and when the criteria has been met.

3. TERM DEPOSITS

TERM DEPOSITS	2024	2023
Interest at 5.95%, maturing in August 2024 Interest at 5.95%, maturing in September 2024 Interest at 4.80%, maturing in June 2024 Interest at 4.50%, maturing in July 2023 Interest at 4.70%, maturing in October 2023 Interest at 3.75%, maturing in October 2023	\$ 75,000 35,000 30,000 - -	\$ - - 140,000 60,000 <u>40,000</u>
	\$ <u>140,000</u>	\$

### DAILY FUBLICATIONS SOCIETY SOCIÉTÉ DE FUBLICATION DU DAILY Notes to the Financial Statements as at April 30, 2024

						_			الواسانية بالمراب المسارك
4.	ACCOUNTS RECEIV	ABLE					2024	_	2023
	Accounts receiv Sales taxes rec		le			\$ _	10,142 <u>3,474</u>	\$	12,222 2,717
						\$	13,616	\$ _	14,939
5.	CAPITAL ASSETS			А	cumulated		2024	-	2023
		-	Cost	-	Amorti- zation	N(	et Book Value	1	Net Book Value
	Office								
	equipment Computer	\$	24,379	\$	15,952	\$	8,427	\$	10,534
	equipment Photographic		120,934		115,604		5,330		4,980
	equipment Typesetting		7,533		7,291		242		346
c	equipment Computer		4,687		4,650		37		46
•	software	-	11,780	_	11,697		83	_	104
		\$ _	169,313	\$_	155,194	\$	14,119	\$ _	16,010

### 6. FINANCIAL INSTRUMENTS

Risks and concentrations

The Organization is exposed to various risks through its financial instruments. The following analysis provides a measure of the Organization's risk exposure and concentrations at the year end date, i.e. April 30, 2024.

Liquidity risk - liquidity risk is the risk that the Organization will encounter difficulty in meeting obligations associated with financial liabilities. The Organization is exposed to this risk mainly in respect of its accounts payable and accrued liabilities, salaries and commissions payable and government remittances payable.

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

## DAILY PUBLICATIONS SOCIETY SOCIÉTÉ DE PUBLICATION DU DAILY Supplementary Information as at April 30, 2024

	2024 2023
Selling	
Salaries, fringe benefits and commissions Promotion Travel	\$ 134,419 \$ 140,020 543 798 <u>87</u> 42
	\$ <u>135,049</u> \$ <u>140,860</u>
General and Administrative	
Salaries and fringe benefits Professional fees Rent Dues and subscriptions General and office Amortization Insurance Telecommunications	\$       23,128       \$       27,581         16,481       10,000         16,277       16,277         6,598       5,635         2,181       5,126         4,525       4,955         1,554       1,226         1,158       522         \$       71,902       \$         \$       71,322
Printing and production	
Editing honoraria Printing Graphic design Other	\$ 65,770 \$ 75,310 54,051 60,860 9,810 4,826 849
	\$ <u>131,803</u> \$ <u>141,845</u>
Financial	
Bank charges	\$ <u>621</u> \$ <u>717</u>
	\$ <u>621</u> \$ <u>717</u>

SCHEDULE

.



Daily publications society 3480 McTavish, Main floor Suite RM107 Montreal, QC H3A 0E7

Policy number: 378-9464

## Your documents are now available in French and English

Hello,

On May 24, 2022, Quebec's National Assembly passed Bill 96. This law consolidates the status of French as the common and official language of Quebec. It also allows for the protection and promotion of French.

In accordance with this law, we are sending you your documents in French as an enterprise doing business with persons or companies domiciled in Quebec.

These same documents are also attached in English, in accordance with your requested language of correspondence.

The terms and conditions contained in these documents are the same. Only the language is different.

Please note that some manual notes may be bilingual on your policy copy.

Daily publications society 3480 McTavish, Main floor Suite RM107 Montreal, QC H3A 0E7

Numéro de police : 378-9464

## Vos documents sont maintenant disponibles en français et en anglais

Bonjour,

Le 24 mai 2022, l'Assemblée nationale du Québec adoptait le projet de loi nº 96. Cette loi permet de consolider le statut du français comme langue commune et officielle du Québec. Elle permet aussi de protéger et promouvoir le français.

Conformément à la loi, nous vous faisons parvenir vos documents en langue française en tant que compagnie faisant affaire avec des personnes ou des entreprises domiciliées au Québec.

Ces mêmes documents sont annexés en langue anglaise, d'après la langue de correspondance demandée.

Veuillez noter que les conditions contenues dans ces documents sont les mêmes. Seule la langue diffère.

Veuillez noter qu'il se peut que vous voyiez du contenu bilingue en lien avec des notes manuelles contenues dans votre police.



Location 1						
Address	3480 rue McTavi Montreal, QC H3					
Occupancy	University newsp	oaper / Journal universitaire	2			
Coverage		Form	Coinsurance	Deductible	Limit of Insurance	
			%	\$	\$	
Building and/or Contents - Broa	d Form	034.0-7				
Contents Edge Complete 2.0		035.6-1	80	1,000	113,000	
Section 1 - Blanket Exten	sions	055.0-1			500,000	
Section 2 - Blanket Exten	sions				100,000	
Section 3 - Additional Ext	ensions				As per Form	
Water Damage Deductibl	e	027.2-2		2,500		
Equipment Breakdown Max		168.1-3		1,000	113,000	
Business Interruption and ALS	Extra Expense -				Included	
Spoilage					Included	
Crime 2.0		111.2-1				
Coverage 1 - Employee D	ishonesty			500	50,000	
Coverage 2 - Theft, Robbe	, , ,			500	25,000	
Coverage 3 - Fraud - Limit				500	25,000	
Coverage 4 - Expenses - B	lanket Limit				10,000	
Exact address / L'adresse exacte	2	GE0001				

	Miscellaneous					
Coverage	Form	с	oinsurance %	Deductible \$	Limit of Insurance \$	
Compliance Endorsement - Language of Issuance of the Policy	002.1-1					
Difference in Conditions, Deductible Amounts and Limits of Insurance	780.6-1					
Notice of Cancellation The insurer will neither terminate nor alter this policy without giving a 30 days notice to: L'Assureur s'engage à ne pas résilier ou réduire le contrat sans donner au préalable un avis de 30 jours à : SSMU (Student's society of McGill University & The Royal Institution for the Advancement Learning (McGill University), 1490-690 Sherbrooke ST, WEST, Montreal, QC, H3A 3R1	)					



Intact Insurance Company

# **General Liability**

Coverage	Form	Deductible	Limit of
		\$	Insurance \$
Commercial General Liability Max	091.0-5		
Coverage A - Bodily Injury and Property Damage Liability - Each Occurrence	051.0-5		3,000,000
Coverage A - Liability for Abuse - Aggregate Coverage A - Products-Completed			3,000,000 3,000,000
Operations - Aggregate Coverage A - Property Damage Deductible		1,000	5,000,000
- Each Occurrence Coverage C - Medical Payments - Each		1,000	50,000
Person Coverage D - Tenants' Legal Liability - Any		1.000	500,000
One Premises Liability EDGE 1.0	090.5-1	1,000	As per Form
Pyrite or Pyrrhotite Exclusion	112.0-1		//sperrorm
Q.P.F. no.6 - Quebec Automobile Insurance Policy - Non-Owned Form	094.9-1		3,000,000
Q.E.F. no.6-94 Civil Liability Resulting From Damage to Hired Automobiles or Automobiles Operated Under Contract Endorsement	099.4-1	1,000	50,000
Q.E.F. No. 6-96 - Contractural Liability Endorsement	112.1-1		
Mental Injury, Personal Injury and Advertising Injury Exclusion	086.8-3		
Non-Profit Organization Liability Insurance	350.2-3		
A. Insured Person Non-Indemnifiable Liability - Aggregate Limit of Liability		1,000	1,000,000
Non-Profit Organization Liability Insurance	350.2-3		
B. Insured Person Indemnifiable Liability: Aggregate Limit of Liability		1,000	1,000,000
C. Insured Organization Liability: Aggregate Limit of Liability		1,000	1,000,000
Employment Practices Wrongful Act: Aggregate Limit of Liability		1,000	1,000,000
Fiduciary Wrongful Act: Aggregate Limit of Liability		1,000	1,000,000
Total Aggregate Limit of Liability per Policy Period			1,000,000
Personal Injury Exclusion for Media Activities (Not-for-Profit Organization)	356.4-3		
Abuse Exclusion	356.9-2		
Directors & Officers Coverage-Amendatory	375.8-2		

	<b>General Liability</b>		
Coverage	Form	Deductible \$	Limit of Insurance \$
EXCLUSION – DÉFAUT DE MAINTENIR DE L'ASSURANCE	GE0002		
		Rating Informat	ion(s)
Premises, Property and Operations	Rating Base		
University newspaper / Journal universitaire	Flat premium		



Intact Insurance Company

	Form
Common Exclusions	003.1-8
Declaration of Emergency Endorsement	003.2-4
Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) Exclusion	057.7-1
Cyber Loss and Electronic Data Liability Exclusion	057.8-1
General Conditions	240.0-7
Standard Mortgage Clause (Approved by IBC)	242.0-1

Named Insured: Assuré(s) désigné(s):

THE MCGILL DAILY AND SOCIETE DE PUBLICATION DU DAILY



# **Emergency number**

If you have a serious loss after regular business hours, please call:

1 866 464 2424



# Exact address / L'adresse exacte

Exact address should read 3480 McTavish McTavish, Main floor, RM107 Montreal, QC H3A 0E7

It is agreed that the exact address of the location 1 should read as described hereinabove.

Words and phrases that appear in bold and/or in quotation marks are defined within the present endorsement or to the Definitions section of the present policy.

All other terms and conditions of the policy remain unchanged.

L'adresse exacte est la suivante 3480 McTavish McTavish, Main floor, RM107 Montreal, QC H3A 0E7

Il est entendu que l'adresse exacte de la situation 1 est celle ci-haut décrite.

Les termes indiqués en gras et/ou entre guillemets sont définis dans le présent avenant ou au chapitre Définitions du présent contrat.

Toutes les autres conditions du contrat demeurent inchangées.



# **MEMORANDUM**

**Office of the Deputy Provost (Student Life and Learning)** James Administration Building, Room 621 Tel: 514-398-3109

Subject:	Daily Publications Society Fee
Date:	February 8, 2023
From:	Fabrice Labeau, Deputy Provost (Student Life & Learning)
Cc:	Mary Jo McCullogh, Director, Student Accounts
То:	Natacha Papieau, Chair of the Board of Directors, Daily Publications Society

This will certify that the DPS approved, by referendum conducted by Elections Students' Society of McGill University (SSMU) in Fall 2022, the renewal of the Daily Publications Society Fee at \$6.00 per undergraduate student per term, excluding summer. Excluded are students in the School of Continuing Studies and at the Macdonald Campus. This fee is not opt-outable.

A copy of the referendum results is attached.

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



# MOTION REGARDING REGARDING THE REFERENDUM QUESTION ON THE RENEWAL OF THE DAILY PUBLICATIONS SOCIETY (DPS) FEE 2022-10-25

Submitted for: 2022-10-25

Submitted to:	SSMU Legislative Council	Document no.:	LEG-PUB-MOT-2022-10-25-001		
Moved by:	Marco Pizarro VP Finance	Current Status:	<ul> <li>□ FOR APPROVAL</li> <li>✓ APPROVED</li> <li>□ POSTPONED</li> <li>□ CONMUTTED</li> </ul>		
Seconded by:	Natan Sakarjiri Arts-Science Representative		<ul> <li>COMMITTED</li> <li>NOT APPROVED</li> </ul>		
lssue	The Daily Publications Society Fee, a non-opt-outable fee at \$6.00 per undergraduate student per term and \$3.35 graduate student per term (\$1.68 where the status is additional session/non-thesis extension or Thesis Evaluation), is set to expire after Winter 2023.				
Background and Rationale The Daily Publications Society (DPS) publishes Le Délit and The McGill Daily, two independent, student-run, non-profit newspapers both in print and online.					
	news and investigat	For more than 100 years, both newspapers have been critical sources of news and investigative journalism on campus, as well as platforms for commentary and creative work, welcoming contributions from the entire McGill community.			
	Le Délit is McGill's only francophone student newspaper, and The Daily i among Canada's oldest independent student papers.				

	McGill University has no journalism program. Through the DPS, students interested in journalism acquire hands-on experience in researching and reporting stories in a journalistic learning environment, exposure and training for design and publishing software that can lead – and has led – to future employment.
	The Daily Publications Society (DPS) Fee provides necessary funding for the DPS to continue their operations in service of the McGill community and its student body.
Alignment with Mission	This motion aligns with SSMU's mission to improve the quality and accessibility of education and promote social and personal opportunities for the SSMU Membership.
Consultations Completed	Consultations were conducted with the Office of Student Life and Learning, Vice-President (Finance), Chief Electoral Officer (CEO), and the student newspapers supported by the Daily Publications Society (The McGill Daily and Le Délit).
Risk Factors and Resource Implications	Should the renewal of this fee not pass, the Daily Publications Society will not receive the funding necessary to continue their operations.
Sustainability Considerations	This motion considers the economic sustainability of the Daily Publications Society, social sustainability by providing a forum for McGill students to express their opinions, and social sustainability by keeping informed McGill students of important campus events and providing an independent and critical press, all essential to a vibrant campus and community and a healthy student democracy.
Impact of Decision and Next Steps	Should the renewal of this fee pass, Members will continue to be charged \$6.00/term for undergraduate students, excluding summer. This will allow the Daily Publications Society to continue their operations.



Motion or
Resolution for
Approval

Be it resolved that, the Legislative Council approve the following question for the Fall 2022 referendum period:

WHEREAS, Le Délit and The McGill Daily are two of McGill's independent, student-run, non-profit newspapers;

WHEREAS, Le Délit is McGill's only French-language student newspaper;

WHEREAS, for more than 100 years, the newspapers have provided a forum for students to express their opinions and keep informed of important campus events;

WHEREAS, all downtown campus undergraduate students are members of the Daily Publications Society;

WHEREAS, the Daily Publications Society (DPS) hosts annual general meetings every Fall, in which any and all DPS members can propose changes to the society or constitution, as well as raise questions about both publications;

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

WHEREAS, participation in either newspaper requires no previous experience;

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

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

WHEREAS, both papers are supported by a non-opt outable student fee of \$6 per undergraduate student each term, without which both papers would cease to exist at McGill;

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

Be it further resolved, that the SSMU Legislative Council adopts the actionable aspects of this question, and recommends the ratification of



> this referendum question to the Elections SSMU and Board of Directors, and that any grammatical or legal changes necessary do not need the re-approval of the Legislative Council.

> Be it further resolved, that the DPS provide a financial budget on the referendum question to inform voters on the usage of the fee

Results Vote	of	the	In favour Opposed Abstain	(16) (1) (2)	
			2	2	
5					



Nov 18, 2022

Elections SSMU 3600 McTavish, Suite 1200 Montreal, QC H3A 0G3 Canada

To Whom It May Concern:

The following election results are certified by Simply Voting to have been securely processed and accurately tabulated by our independently managed service.

Respectfully yours,

Brian Lack President Simply Voting Inc.

# **Results - SSMU Fall Referendum 2022-2023**

**Start:** 2022-11-14 09:00:00 America/Toronto **End:** 2022-11-18 17:00:00 America/Toronto **Turnout:** 5324 (22.6%) of 23542 electors voted in this ballot.

# Renewal of the fee of the Sustainability Projects Fund (SPF)

Option	Votes
Yes	3864 (81.8%)
No	861 (18.2%)
VOTER SUMMARY	
Total	5324
Abstain	599 (11.3%)

# Renewal of the fee of the Daily Publications Society (DPS)

Abstain

Option	Votes
Yes	3085 (67.7%)
No	1475 (32.3%)
VOTER SUMMARY	
Total	5324

CONTRACTOR OF

764 (14.4%)

Noème Fages, Chief Electoral Officer



Jonathan Dong, Deputy Electoral Officer



# MEMORANDUM

**Office of the Deputy Provost (Student Life and Learning)** James Administration Building, Room 621 Tel: 514-398-3109

То:	Natacha Papieau, Chair of the Board of Directors, Daily Publications Society
Cc:	Mary Jo McCullogh, Director, Student Accounts Kahli Douglass, Chief Operating Officer, Post-Graduate Students' Society (PGSS
From:	Fabrice Labeau, Deputy Provost (Student Life & Learning)
Date:	April 14, 2023
Subject:	PGSS Daily Publications Society (DPS) Fee

This will certify that the DPS approved, by referendum conducted by Elections PGSS in winter 2023, continuing as a recognized student organization supported by student fees and with that, the renewal of the non-opt-outbale PGSS Daily Publications Society Fee at a rate of \$3.35 per full and part-time members on the Downtown campus (excluding Postdoctoral students) per semester and \$1.68 per Additional session/Non-thesis extension/Thesis Evaluation student per semester, starting fall 2023 to winter 2027 (inclusive).

A copy of the referendum results is attached.

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

# 2. <u>Daily Publications Society Fees</u>

WHEREAS Le Délit and The McGill Daily are two of McGill's independent, student-run, non-profit newspapers;

WHEREAS Le Délit is McGill's only French-language student newspaper;

WHEREAS, for more than 100 years, the newspapers have provided a forum for students to express their opinions and keep informed of important campus events;

WHEREAS all downtown campus undergraduate students and graduate students are members of the Daily Publications Society, excluding students from Continuing Studies, graduate students from Medicine and Dentistry, and post-docs;

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

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

WHEREAS participation in either newspaper requires no previous experience;

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

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

WHEREAS both papers are supported by a non-opt outable student fee of \$6 per undergraduate student and \$3.35 per graduate student each term (\$1.68 where the status is additional session/non-thesis extension or Thesis Evaluation), without which both papers would cease to exist at McGill;

BIRT the following question be placed on the upcoming PGSS referendum:

"Do you support the DPS continuing as a recognized student organization supported by student fees with the understanding that a majority "no" vote will result in the termination of student fees to the DPS? The DPS fee is non-opt-outable and will be charged to all PGSS members on the downtown campus, excluding Post-Docs, from Fall 2023 to Winter 2027 inclusive."

# Daily Publication Society Inc. MOA (2023-2028)

Option	Votes	
YES	586 (61.7%)	
NO	363 (38.3%)	
VOTER SUMMARY		
Total	1247	

57

**Daily Publications Society Fee** 





# **McGill Daily**

# **APPENDIX D**

# Approved On-campus Distribution Locations in accordance with Section 10.9

	Street Name	Civic no.	Building	Copies
1.			Leacock Entrance	300
2.			Leacock McTavish-Penfield	50
3.	Avenue du Parc	3625	McGill Residence	50
4.	City Councillors	1430	McGill Residence	50
5.	Dr Penfield	1085	Linguistic	50
6.	Des pins	1266	Beatty Hall	50
7.	Des pins	475	Currie Gym	200
8.	Des pins	1020	Purvis Hall	50
9.	Docteur Penfield	1205	Stewart Bio South	200
10.	Docteur Penfield	1205	Stewart Bio north	200
11.	Drummond	3630	Hosmer House	50
12.	Drummond	3655	McIntyre Medical	100
13.	Drummond	3655	McIntyre Medical 5 etage	100
14.	McTavish	3415	Service Point	50
15.	McTavish	3420	McGill Bookstore	100
16.	McTavish	3434	East Asian studies	25
17.	McTavish	3438	Jewish Studies	25
18.	McTavish	3459	McLennan Library	200
19.	McTavish	3459	Redpath Library Entrance	300
20.	McTavish	3459	Redpath Library basement	100
21.	McTavish	3460	Paterson Hall	50
22.	McTavish	3480	Student Center lobby	200
23.	McTavish	3480	Student Center office	100
24.	McTavish	3480	Student Center	200
25.	McTavish	3485	Morrice Hall	50
26.	McTavish	3600	Brown Building lobby	100
27.	McTavish	3600	Brown Building lobby	100
28.	McTavish	3600	Brown Building Health Services	100
29.	McTavish	3650	Thompson House PGSS	50
30.	McTavish	3700	Education Building	200
31.	Peel	3511	Brown	50
32.	Peel	3644	Chancellor Day Hall	100
33.	Peel	3644	Chancellor Day Hall basement	50
34.	Sherbrooke	555	Strathcona Music	150
35.	Sherbrooke	688	McGill 2ieme lobby	200
36.	Sherbrooke	801	Maas Chem	200
37.	Sherbrooke	805	Burnside Hall lobby	100

	Street Name	Civic no.	Building	Copies
38.	Sherbrooke	805	Burnside Hall basement	100
39.	Sherbrooke	815	McDonald Harrington	50
40.	Sherbrooke	815	McDonald Harrington	50
41.	Sherbrooke	845	James Adm	50
42.	Sherbrooke	845	James Adm side entrance	50
43.	Sherbrooke	853	Art	200
44.	Sherbrooke	853	Dawson Hall	100
45.	Sherbrooke	1001	Bronfman	200
46.	Sherbrooke	688	Dept french/engl ish 2 ieme	100
47.	Sherbrooke	688	Languages 3ieme	50
48.	University	3420	Pulp & Paper Research	50
49.	University	3425	Royal Victoria	100
50.	University	3450	Frank Dawson Adams	200
51.	University	3480	McConnell	200
52.	University	3480	McConnell hallway 11- 12	100
53.	University	3506	Wilson Hall	100
54.	University	3520	Birks Building	50
55.	University	3600	Rutherford Physics	100
56.	University	3610	Wong Building	50
57.	University	3630	Trottier Building	100
58.	University	3640	Strathcona Dentistry Building	50
59.	University	3647	CKUT and QPIRG	25
60.	University	3775	Duff Building	50
61.	University	3851	Douglas Hall	100
62.	University	3905	McConnell Hall	100
63.	University	3915	Molson Hall	100
64.	University	3925	Gardner Hall	100
65.	University	3935	Mountain Bishop	100