

STATEMENT OF PURPOSE AND GENERAL BY-LAW NO 1
relating generally to the affairs of
MANITOBA LIBRARY CONSORTIUM INC.

PREAMBLE

1. The Manitoba Library Consortium is established to develop a province-wide multitype library service that connects citizens and information.

Any one library serving its own geographic area/constituency and drawing its resources from its community cannot hope to serve all the needs of the citizens within its service area. The concept of barrier-free access to members' resources and agreement that reciprocal access to collections be developed to supplement and complement local library services in order to provide more comprehensive and equitable library services is central to the Consortium's purpose.

Library resource sharing is a process which impacts all the libraries in the province, cutting across all the bodies which govern public libraries, university libraries, college libraries, government libraries, school libraries and other publicly funded libraries. This could also allow for partnerships with organizations or corporations as well as with groups and agencies that support the mandate of the Consortium

MANDATE

2. The mission of the Manitoba Library Consortium is to facilitate resource sharing among the libraries in Manitoba in order to strengthen the library services provided to the residents of the province.

For this purpose, the Consortium may undertake, without limitation, the following activities:

- 1) provide timely delivery of materials and information among participating libraries;
- 2) provide on-line access to bibliographic records and other electronic information;
- 3) assist in the introduction of new technologies and other methods of inter-library cooperation;
- 4) provide training, continuing education and professional development for library staff members so that libraries can serve their users more efficiently and effectively;
- 5) maintain a cooperative relationship between the Consortium and groups or agencies with similar goals; and,
- 6) provide a means by which the Consortium Members can cooperatively plan any other projects which facilitate effective and efficient resource sharing;
- 7) provide cost saving opportunities through Consortium bulk purchasing, including library supplies and electronic databases; and
- 8) provide the means to promote information literacy for library staff and the citizens of Manitoba.

INTERPRETATION

DEFINITIONS

3. In this by-law and all other by-laws and resolutions of the Consortium unless the context otherwise requires:
- (a) "Act" means The Corporations Act of Manitoba (R.S.M. 1987, C225) and any Act that may be substituted therefor, as from time to time amended;
 - (b) "articles" means the articles of the Consortium upon which is endorsed to the certificate of incorporation dated February 7th, 1992, as from time to time amended, supplemented or restated and as the term "articles" is more particularly defined in the Act;
 - (c) "Board" means the board of directors of the Consortium;
 - (d) "by-laws" means this by-law and all other by-laws of the Consortium from time to time in force and effect;
 - (e) "Consortium" means the Manitoba Library Consortium Inc.;
 - (f) "General Assembly" means a meeting of the Members;
 - (g) "Library System" means a provincial, regional, municipal, university, school or other entity responsible for the central administration of one or more libraries in Manitoba;
 - (h) "Member" means a member of the Consortium in accordance with the by-laws;
 - (i) "recorded address" means, in the case of a Member, its address as recorded in the register of Members and, in the case of a director, officer, auditor or member of a committee of the Board, that person's address as recorded in the records of the Consortium;
 - (j) "signing officer" means, in relation to any instrument, any person authorized to sign the same on behalf of the Consortium pursuant to the provisions of this by-law or by a resolution passed pursuant thereto.

Words and expressions defined in the Act have the same meaning when used herein.

4. In all by-laws of the Consortium, where the context so requires or permits, the singular shall include the plural and the plural the singular; the word "person" shall include an individual, partnership and corporation, and the masculine shall include the feminine.

RIGHTS AND OBLIGATIONS OF MEMBERS

14. All Members are entitled to receive notices of, and to attend, participate, and vote at all meetings of the General Assembly of Members.
15. Each Member shall designate in writing to the Consortium one representative. The representative will designate one alternate to represent the Member for all purposes of the Consortium. A Member may change that alternate from time to time by written notice to the Consortium.
16. Each Member shall pay to the Consortium such dues and fees as may be prescribed by the Board from time to time. Each Member shall be responsible also for an equal share of any administrative expenses of the Consortium in excess of dues collected from time to time.
17. The Consortium may provide services to Members and/or to non-Members on such terms as may be determined by the Board.
18. Membership in the Consortium does not preclude a Member from dealing in any way it sees fit with any other Member or non-Member in matters not involving the Consortium.
19. Members shall establish policy guidelines for the Consortium's activities from time to time, provided that the creation or amendment of any such policy by the Members shall not invalidate any matters actively being undertaken by the Board at that time. The Members shall also approve from time to time projects to be implemented by the Board.

TERMINATION AND WITHDRAWAL FROM MEMBERSHIP

20. A Member wishing to withdraw from the Consortium may do so by giving not less than sixty (60) days prior written notice of its intention to withdraw, such notice to be addressed to the Secretary of the Consortium.
21. The Consortium Chair or the Membership Chair shall notify the Members of the dues or fees at any time payable by them and, if any are not paid within sixty (60) days of the date of such notice, any Member in default shall thereupon automatically cease to be a Member of the Consortium, but any such Members may on payment of all unpaid dues or fees be reinstated by resolution of the Board.
22. The membership of any Member in the Consortium may be terminated otherwise for cause as determined by special resolution of the other Members.
23. A withdrawing or terminated Member shall remain liable for payment of any dues, fees or other payment due by it to the Consortium prior to the effective date of its withdrawal or termination. Specifically, a Member shall remain responsible for its proportionate share of any indebtedness incurred by the Consortium through those projects in which the Member has agreed to participate. A Member's right to vote ceases upon the effective date of termination or receipt by the Consortium of the notice of withdrawal, as the case may be.

PURPOSE

5. The purpose of the Consortium is to facilitate resource sharing among the libraries in Manitoba in order to strengthen the library services provided to the residents of the province.

To achieve this purpose the Consortium will initiate and coordinate projects and activities related to resource sharing and library networking; will maintain cooperative relationships with groups or agencies with similar goals; and receive, hold, and use all money and other assets received by the Consortium.

6. The Consortium shall be operated without the purpose of pecuniary gain to any of the Members or individuals representing Members and any surplus or earnings of the Consortium shall be used solely for the purposes of the Consortium and for the promotion of its objects.

REGISTERED OFFICE

7. The registered head office of the Consortium shall be located in the City of Winnipeg in the Province of Manitoba and at an address to be determined from time to time by the Board of the Consortium.

ORGANIZATION

ADMINISTRATIVE STRUCTURE

8. The Consortium shall consist of a General Assembly of Members, a Board of Directors, and an Executive Committee of officers selected in accordance with clause 56.

MEMBERSHIP

CLASSES OF MEMBERSHIP

9. Subject to clause 12, there shall be only one class of membership in the Consortium.
10. The Board may from time to time determine the classes of persons, firms, organizations or corporations eligible for membership in the Consortium. Until otherwise determined, eligibility for membership in the Consortium shall be restricted to any Library System in Manitoba which actively supports the purposes of the Consortium.
11. By virtue of the Act, the incorporators are deemed to be Members. For purposes of clarification, each individual incorporation represents a Library System, each of which is and is hereby designated a Member of the Consortium.
12. The Members by special resolution of those present at a meeting convened for the purpose may from time to time create additional classes of membership.

INTRODUCTION TO MEMBERSHIP

13. Publicly funded libraries eligible for membership upon submission to the Membership Chair of the Consortium of a written application and payment of fees or dues may be admitted to membership by resolution of the Board.

MEETINGS OF THE GENERAL ASSEMBLY

ANNUAL MEETING

24. Subject to the provisions of the Act, the annual meeting of the Members shall be at such place within Manitoba and on such date in each year in the spring on or before May 31 as the Board may determine.
25. A second meeting of the Members may be convened in the fall of each year, at such place and date as the Board may determine.

SPECIAL MEETINGS

26. Subject to the provisions of the Act, special meetings of the Members may be convened at any time, and for any place by order of the Chair or by the Board or on the requisition of Members as provided for in the Act.

NOTICE OF MEETINGS

27. Notice of the time and place of each meeting of Members shall be given in the manner provided in paragraph 78 not less than 21 nor more than 50 days before the date of the meeting to each director, to the auditor and to each Member who is entered at the time of the notice in the Consortium's records as a Member of a class of membership that carries the right to vote or the right to be notified of the meeting.

MEETINGS WITHOUT NOTICE

28. Notwithstanding the provisions of the Act relating to notice, a meeting of Members may be held without notice at any time and at any place permitted by the Act or the articles provided a waiver of notice is obtained in accordance with section 130 of the Act.

QUORUM

29. The quorum for the transaction of business at meetings of the Members shall consist of 10 Members.

CHAIR

30. The Chair of the Consortium shall act as Chair at all meetings of Members.

VOTING MATTERS

31. At any meeting of Members, every question shall, unless otherwise required by law or by the articles or by-laws, be determined by the majority of the votes cast on the question. Each Member in good standing is accorded one vote if represented at the meeting. No Member may vote by proxy. In case of any equality of votes either upon a show of hands or upon a ballot, the Chair of the meeting shall be entitled to a second or casting vote.

RESOLUTION IN WRITING

32. A resolution in writing signed by all of the Members entitled to vote thereon at a meeting of Members is as valid as if it had been passed at a meeting of the Members, unless a written statement with respect to the subject matter of the resolution is submitted by a director or the auditors in accordance with the Act.

BOARD OF DIRECTORS

NUMBER OF DIRECTORS, RESIDENCY AND QUORUM

33. The articles of the Consortium provide that the Consortium shall have a Board consisting of a maximum of twenty (20) directors and a minimum of not less than 30% of the Members. Subject to subsection 100(4) of the Act, a majority of the directors of the Consortium shall be residents of Canada. The exact number of directors to form the Board (the "Designated Number") shall be determined from time to time by the directors of the Consortium entitled to vote at regular Board meetings. A quorum of the Board shall be a majority of the Designated Number of the Board. No business shall be transacted at a meeting unless a quorum is present and, subject to subsection 100(4), a majority of the directors present are residents of Canada at the time of the transaction of such business. Notwithstanding a vacancy among the directors, a quorum of directors may exercise all the powers of the Board.
34. A director must be a representative of a Member and shall otherwise be qualified to be a director of the Consortium provided that such person is not otherwise disqualified pursuant to the provisions of subsection 100(l) of the Act.
35. The Board shall consist of twenty (20) directors as follows:
- (a) one permanent representative from each of the following institutions:
 - Brandon University
 - University of Winnipeg
 - University of Manitoba
 - Winnipeg Public Library
 - Public Library Services
 - Université de Saint-Boniface
 - and
 - (b) fourteen (14) representatives of the remaining Members elected by the Members.

The size and composition of the Board shall be reviewed on a regular basis to ensure equitable and effective representation of the Members.

ELECTION AND TERM

36. Each elected director shall serve for a two (2) year term.. The election of directors shall take place at each Annual Meeting of Members and all directors whose term is expiring shall retire but, if qualified, shall be eligible for re-election. Subject to clause 35, the election of directors shall be by ordinary

resolution of the Members. If an election of the directors is not held at the proper time, the incumbent directors shall continue in office until their successors are elected. No election or appointment of a person as a director shall be effective unless:

- (a) the person consents in writing to act as a director before the election or appointment or within ten (10) days thereafter, or
- (b) the person was present at the meeting when elected or appointed and did not refuse at that meeting to act as a director.

- 37. At least two (2) months before the Annual Meeting of the General Assembly, the Board of Directors shall appoint a Nominating Committee consisting of not less than two (2) representatives of Members of the Board of the Consortium to recommend a slate of nominations for directors to fill pending vacancies. The Nominating Committee shall submit its slate not less than thirty (30) days prior to the Annual Meeting.
- 38. A nomination for Director of any individual not nominated as such in a report of the Nominating Committee shall be in writing, signed by at least four (4) Members together with a statement in writing signed by such nominee indicating a willingness to serve as director if elected. Such statement shall be received by the Secretary not less than seven (7) days prior to the annual meeting at which such nomination is to be presented.
- 39. If prior to any annual meeting of Members, more nominations for Directors shall be received than there are Directors to be elected, the election of directors at such meeting shall be by written ballot. Otherwise, individuals nominated by the report of the Nominating Committee shall be elected by a show of hands.

REMOVAL OF DIRECTOR

- 40. Subject to the provisions of the Act, the Members of the Consortium may by ordinary resolution at a special meeting remove any director from office and may elect any qualified person instead for the remainder of the director's term.

VACATION OF OFFICE

- 41. The office of a director shall be vacated upon the occurrence of any one of the following events:
 - (a) disqualification pursuant to the provisions of the Act;
 - (b) removal pursuant to the provisions of this by-law; or
 - (c) if by notice in writing to the Consortium he resigns his office and such resignation, if not effective immediately, becomes effective in accordance with its terms.

VACANCIES

- 42. Subject to the Act, a quorum of the Board may fill a vacancy in the Board, subject to ratification at the next meeting of Members.

POWERS AND DUTIES

43. In addition to other specific duties and powers assigned elsewhere in these by-laws, the Board shall be responsible to:
- (a) take the initiative in preparing general policies and actions for consideration and possible adoption by the General Assembly;
 - (b) put into effect all policies, projects or other actions approved by the General Assembly;
 - (c) appoint such committees as are necessary to further the work of the Consortium;
 - (d) enter into contracts in the name of the Consortium in accordance with policies and practices or to implement projects approved by the General Assembly;
 - (e) manage the affairs of the Consortium; and
 - (f) consider any matter of a substantive nature at the written request of at least three Members in good standing, and put that matter, together with its recommendations, on the agenda for the next regular meeting of the General Assembly.
44. The Board may for purposes of any project or projects approved by the Members, but subject to any policy previously set by the Members:
- (a) borrow money upon the credit of the Consortium;
 - (b) issue, reissue, sell or pledge debt obligations of the Consortium, including bonds, debentures, notes or other evidences of indebtedness or guarantees, whether secured or unsecured;
 - (c) subject to section 42 of the Act, give a guarantee on behalf of the Consortium to secure performance of an obligation of any person; and
 - (d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Consortium, owned or subsequently acquired, to secure any obligation of the Consortium.
45. The directors shall receive no remuneration but may be reimbursed for expenses in a manner to be determined by the Board.

MEETINGS OF THE BOARD

46. The Board of Directors shall hold at least four (4) meetings each year.
47. Meetings of the Board may be called by the Chair or Secretary of the Consortium by giving at least two weeks notice of the date, time, place, and agenda for the meeting in writing or by telephone. A meeting of directors may be held at any time and place without such notice if all directors are present or, if a quorum is present and those absent have signified their consent in writing to the meeting being held.

48. Special meetings of the Board may be called at the request of at least three of the directors. At least seven (7) days notice shall be given of the date, time, place, and agenda for a special meeting. No items may be added to the agenda circulated for a special meeting.

MEETINGS BY TELEPHONE

49. A Director may participate in a meeting of the Board or of a committee of the Board by means of telephone or such other communications facilities.

VOTING AT MEETINGS

50. Questions arising in any meeting of directors shall be decided by a majority vote of such directors.

CHAIR

51. The Chair of the Consortium, if such an officer has been elected and is present, otherwise the Vice-chair, failing whom the Secretary, shall chair meetings of the Board and of the Members. If no such officer is present at any meeting of the Board or Members, the directors or Members present as the case may be, shall choose one of their number to act as Chair of such meeting.

CONFLICT OF INTEREST

52. A director shall not be disqualified by reason of his office from contracting with the Consortium. Subject to the provisions of the Act, a director shall not by reason only of that director's office be accountable to the Consortium or its Members for any profit or gain realized from a contract or transaction in which the director has an interest. Such contract or transaction shall not be voidable by reason only of such interest, or by reason only of the presence of a director so interested at a meeting, or by reason only of that director's presence being counted in determining a quorum at a meeting of the directors at which such a contract or transaction is approved, provided that a declaration and disclosure of such interest shall have been made at the time and in the manner prescribed by section 115 of the Act, and the director so interested shall have refrained from voting as a director on the resolution approving the contract or transaction (except as permitted by the Act) and such contract shall have been reasonable and fair to the Consortium and shall have been approved by the directors or Members of the Consortium as required by section 115 of the Act.

RESOLUTION IN LIEU OF MEETING

53. A resolution in writing, signed by all of the directors entitled to vote thereon at a meeting of directors or of a committee of directors, is as valid as if it had been passed at a meeting of directors or committee of directors and is effective from the date specified in the resolution, but that date shall not be prior to the date on which the first director signed the resolution.

EXECUTION OF INSTRUMENTS

54. Any contract, document or other instrument in writing requiring execution by the Consortium shall be executed by the Chair or the Vice-chair together with any other director of the Consortium, and all contracts, documents or other instruments in writing so executed shall be binding upon the

Consortium without any further authorization or formality. The Board is authorized from time to time by resolution to appoint any officer or any other person on behalf of the Consortium to execute, and deliver either contracts, documents, or other instruments in writing generally or specific contracts, documents or other instruments in writing.

BANKING ARRANGEMENTS

55. The banking business of the Consortium shall be transacted with such chartered banks, trust companies, credit unions or other bodies corporate or organizations as may from time to time be designated by or under the authority of the Board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the Board may from time to time prescribe or authorize.

EXECUTIVE COMMITTEE OF OFFICERS

56. From time to time the Board shall elect or appoint from among its directors a Chair and a Vice-chair. From time to time the Board shall also elect or appoint from among its directors, or from among its member institutions, a Secretary, a Treasurer and such other officers as the Board may determine. In cases where the officer elected or appointed is NOT a director, then that person shall participate at meetings of the Board and the Executive Committee but shall not vote.
57. The Chair shall:
- (a) be responsible for the overall supervision and administration of the affairs of the Consortium;
 - (b) preside at meetings of the General Assembly and of the Board of Directors;
 - (c) ensure that all policies and actions approved by the General Assembly and by the Board are properly implemented.
58. The Vice-chair shall:
- (a) fulfill the duties of the Chair when that person is temporarily absent or otherwise unable to perform the duties of the office;
 - (b) perform all specific duties assigned by the Chair or requested by the Board.
59. The Secretary shall:
- (a) be responsible for circulating notices, agenda, and minutes of meetings of the General Assembly, the Board and of the Executive Committee;
 - (b) ensure that minutes are prepared and that minute books are properly maintained for meetings of the General Assembly, the Board, and of the Executive Committee;
 - (c) be responsible for correspondence with the membership and for maintaining internal communication within the Consortium.

MEMBERSHIP OF COMMITTEES

67. The Board shall from time to time appoint the committees and shall designate one (1) of the members of each committee as Chair thereof. Representatives of Members and any other person, whether or not a Member or its representative shall be eligible for appointment to committees.

MEETINGS

68. Except as may be provided by the Board, the committees may meet for the transaction of business, adjourn and otherwise regulate their meetings as they think fit provided, however, that a majority of the members of each committee shall constitute a quorum thereof for the transaction of business. Questions arising at any meeting of a committee shall be decided by a majority of votes and in case of any equality of votes the Chairman shall have a second or casting vote.

FINANCIAL MATTERS

69. The Members of the Consortium shall share equally the administrative costs of the Consortium; the costs related to any project shall be allocated among the participants in that project as determined by the Board.
70. The members agree to pay such dues and fees as may be determined from time to time by the Board of Directors, and approved by the General Assembly, such amounts to be used for the administrative expenses of the Consortium.
71. The Members participating in any project of the Consortium agree to pay, on an equal or pro-rated basis as may be determined by the Board of Directors, the costs of such projects.
72. The fiscal year of the Consortium shall be from July 1 to June 30.
73. The audited accounts of the Consortium shall be presented at the Annual General Meeting.

RESOLUTION OF DISPUTES

74. The parties agree that in the event of a dispute in the interpretation of this Agreement, the dispute shall be referred to arbitration for resolution in accordance with the provisions of The Arbitration Act of Manitoba.

60. The Treasurer shall:
- (a) be responsible for the care and custody of the funds and other assets of the Corporation;
 - (b) keep records of all monies paid by Members of the Consortium;
 - (c) deposit all monies received in a chartered bank and make payments on this bank for all expenses incurred by the Consortium authorized by the Board;
 - (d) maintain full and accurate books of the accounts and of all financial transactions to the Consortium;
 - (e) report to each regular meeting of the Board on the financial accounts of the Consortium;
 - (f) present a financial report at the Annual Meeting of the General Assembly which shall include an audited statement of the accounts of the Consortium and a budget for the next financial year; and
 - (g) report to the minister responsible for administering the act for incorporation on all required financial matters.

ELECTION OF OFFICERS

61. Only representatives of Members of the Consortium in good standing may serve as an officer of the Consortium.
62. Officers shall be elected by the Board from among the directors at the first meeting of the Board following the Annual Meeting of the General Assembly.
63. Elections of officers shall be decided by a plurality vote when there are more than two (2) candidates.
64. When any officer is unable or unwilling to complete the term in office, the Board may designate a person to fill such vacancies until the regular expiration of the term of that office.

TERM OF OFFICE

65. The Board may remove at its pleasure any officer of the Consortium without prejudice to any officer's rights under any employment contract. Otherwise each officer elected or appointed by the Board shall hold office until his successor is elected or appointed.

COMMITTEES

CONSTITUTION OF COMMITTEES

66. The Board may, from time to time, constitute such committees as it deems necessary to assist the directors in carrying on the affairs of the Consortium. Approval in each case shall include terms of reference.

PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

INDEMNIFICATION OF DIRECTORS AND OFFICERS

75. The Consortium shall indemnify a director or officer of the Consortium, a former director or officer of the Consortium or a person who acts or acted at the Consortium's request as a director or officer of a body corporate of which the Consortium is or was a member or creditor, and his heirs and legal representatives to the extent permitted by the Act.

INDEMNITY OF OTHERS

76. Except as otherwise required by clause 75 and clause 77, the Consortium may from time to time indemnify and save harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding of any kind by reason of the fact that he is or was an employee or agent of the Consortium, or is or was serving, at the request of the Consortium, as a director, officer, employee, agent of or participant in another corporation, partnership, joint venture, trust or other enterprise, against expenses (including legal fees), judgments, fines and any amount actually and reasonable incurred by that person in connection with such action, suit or proceeding if that person acted honestly and in good faith with a view to the best interests of the Consortium, and with respect to any criminal or administrative action or proceeding that is enforced by a monetary penalty, had reasonable grounds for believing that the conduct was lawful.

NO LIABILITY OF DIRECTORS OR OFFICERS FOR CERTAIN ACTS

77. To the extent permitted by law, no director or officer for the time being of the Consortium shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of that person's respective office or trust or in relation thereto unless the same shall happen by or through a failure to act honestly and in good faith with a view to the best interests of the Consortium and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The directors for the time being of the Consortium shall not be under any duty or responsibility in respect of any contract, act, or transaction whether or not made, done or entered into in the name or on behalf of the Consortium except such as shall have been submitted to and authorized or approved by the Board.

NOTICES

METHOD OF GIVING NOTICES

78. Any notice to be given, pursuant to the Act, by-laws or otherwise to a Member, director, officer, auditor or member of a committee of the Board shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to his recorded address or if mailed to him at his recorded address by prepaid air or ordinary mail, or if sent to him at his recorded address by any means of prepaid, transmitted or recorded communication. A notice so delivered shall be deemed to have been given when it is delivered personally or at the recorded address as aforesaid; any notice so mailed shall be deemed to have been given when deposited in any post office or public letter box; any notice sent by any means of transmitted or recorded communication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its

representative for dispatch. The Secretary may change or cause to be changed the recorded address of any Member, director, officer or auditor in accordance with any information believed by the Secretary to be reliable.

RULES OF ORDER

79. Procedures for Meetings and Organizations, by M. K. Kerr and H. W. King, Carswell Legal Publications, Toronto, 1996, or later editions, shall govern the Consortium in all procedural matters not contained in the Articles of Incorporation or in these by-laws.

AMENDMENT OF THE BY-LAWS

80. Provided that not less than fifteen (15) days notice of the proposed amendment has been given, by-laws of the Consortium may be amended by special resolution of the Board. The amendment, if approved, shall be effective immediately but shall be subject to ratification by special resolution of the Members at the next meeting of the General Assembly.

DISSOLUTION

81. If a majority of Members wishes to dissolve the Consortium, they may do so by special resolution at a meeting of Members called for that purpose. Upon dissolution, the remaining property or assets of the Consortium may be distributed among the Members or may be made available to the Manitoba Library Association, as determined by the Board of Directors and in accordance with the provision of the Corporations Act of Manitoba (R.S.M. 1987, C225).

MISCELLANEOUS

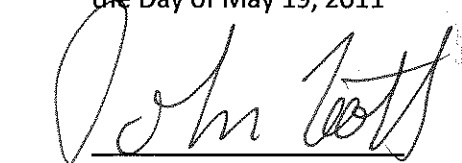
INVALIDITY OF ANY PROVISION OF THIS BY-LAW

82. The invalidity or unenforceability of any provision of this by-law shall not affect the validity or enforceability of the remaining provisions of this by-law.

MADE by the Board of Directors on the day of October 21, 2010.

CONFIRMED by the Members in accordance with the Act on

the Day of May 19, 2011


Chair


Secretary