

Copyright Board
Canada



Commission du droit d'auteur
Canada

Date	2025-12-12
Ruling of the Board	CB-CDA 2025-123
Proceeding Number	PT25-20
Proceeding	Television Reproduction (2015-2024)
Case Manager	René Côté

I. Overview

[1] On November 21, 2025, Parties jointly requested that the Board issue a confidentiality order in this proceeding.

[2] The draft provided to the Board by Parties is based on the Board's Confidentiality Order Template C¹, with the following changes:

- the addition of a definition for “Confidentiality Undertaking”;
- a provision that allows for the approval of a designated recipient immediately if all parties consent (s. 7(4)); and
- the addition of a new paragraph 9, which provides that a party's compliance with the confidentiality order is deemed to be in compliance with the confidentiality order issued by the Board in files 70.2.-2018-01 (SODRAC v SRC/CBC [Rehearing]) and 70.2-2012-01 & 70.2-2016-01 (SODRAC v SRC/CBC [Licence 2012-2017]), with related terms.

[3] Furthermore, Parties indicated that they may want to engage with experts prior to filing comments on whether an agreement may be used as a proxy. As a result of this and to allow them enough time to consult experts, Parties determine that they would need until January 6, 2026, to serve their initial confidentiality undertakings.

¹ PN 2024-013 Practice Notice on Confidential Information.

II. Ruling

[4] I am of the view that expert opinion is not required. Expert opinion is only necessary if the Board would benefit from assistance to understand technical points. This is not the case here. Therefore, there is no need to wait until January 6, 2026.

[5] Parties are expected to file and serve their confidentiality undertakings in a timely manner.

[6] To account for the potential objection to the designated recipients in section 7 of the confidentiality order, the deadlines in paragraphs 10(2) and 10(3) of Order CB-CA 2025-105 are hereby modified to start at the end of the objection period regarding recipient designation or from the date of any ruling thereon.

[7] I issue the confidentiality order as requested, as Appendix 1.

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Date 2025-12-12
Confidentiality Order of the Board CB-CDA 2025-123 – Appendix 1
Proceeding Number PT25-20
Proceeding Television Reproduction (2015-2024)

Order dealing with information for which confidential treatment may be claimed

Definitions

1. In this Order,

“Confidentiality Undertaking” means the Confidentiality Undertaking set out at Annex A.

“confidential information” means information that the **supplier** believes to be of a nature such that its improper disclosure would likely result in injury to the supplier or to persons who supplied the documents or information to the supplier.

“highly confidential information” means information that the **supplier** believes to be of a nature such that its improper disclosure would likely result in significant injury to the supplier or to persons who supplied the documents or information to the supplier.

“party” has the same meaning as in Rule 1 of the [*Copyright Board Rules of Practice and Procedure*](#).

“recipient” means any person who has, pursuant to this proceeding, received **confidential** or **highly confidential** information and whether this person is a **qualified recipient** or not.

“prior order” means the confidentiality order issued by the Board in files 70.2.-2018-01 (SODRAC v SRC/CBC [Rehearing]) and 70.2-2012-01 & 70.2-2016-01 (SODRAC v SRC/CBC [Licence 2012-2017])

“supplier” means any person that, pursuant to service obligations in Rule 35(2), in order to respond to interrogatories, or for any other reason, is required by the Board to disclose **confidential** or **highly confidential** information to a **party**.

“this proceeding” means the proceeding before the Copyright Board titled **Television Reproduction (2015-2024)**.

2. The purpose of this Order, including the **Confidentiality Undertaking** annexed thereto, is to facilitate the use of **confidential** and **highly confidential** information in this proceeding.

Disclosure to non-qualified recipients not required

3. Despite any obligation arising from this proceeding to disclose information to a **party**, a **supplier** may limit their disclosure to **qualified recipients** for that **party**.

Restriction on disclosure

4. No **recipient** shall disclose **confidential** or **highly confidential** information they have received in the course of this proceeding, except as permitted under this Order.

Use of information

5. No **recipient** shall use **confidential** or **highly confidential** information they have received in the course of this proceeding except for the purposes of this proceeding or as otherwise required by law or regulation.

Use and disclosure not restricted

6. For greater certainty, this Order does not in any way restrict
 - (a) a **supplier** from using or disclosing the **confidential** or **highly confidential** information it has supplied;
 - (b) a **recipient** from using or disclosing **confidential** or **highly confidential** information in a manner authorized by the **supplier** of that information.

Designation of qualified recipients

7. (1) A **party** may designate the following individuals to be a **qualified recipient**,
 - (a) in respect of **confidential information**,
 - (i) the **party’s** external counsel and staff of the external counsel,

- (ii) the **party's** internal counsel and staff of internal counsel's legal department,
 - (iii) the **party's** external experts and staff of external experts,
 - (iv) not more than ten representatives, designated by the **party**, who are directors or employees of the **party** and, if possible, members of the **party's** executive management team, and
- (b) in respect of **highly confidential information**
- (i) the **party's** external counsel and staff of the external counsel;
 - (ii) the **party's** external experts and staff of external experts.
- (2) A **party** that wishes to designate an individual as a **qualified recipient** shall file with the Board and serve on all **parties** the **Confidentiality Undertaking** executed by that individual.
- (3) Any **party** that wishes to object to a designation under subsection (2) shall, within 5 business days of being served the **Confidentiality Undertaking**, file its objection with the Board and serve it on the **party** designating the individual as a **qualified recipient**.
- (4) An individual designated by a **party** as a **qualified recipient** becomes a **qualified recipient** for the purposes of this proceeding
- (a) if all parties waive their right to object under subsection (3), immediately; or
 - (b) where all parties do not waive their right to object, but no objection is filed, 6 business days after the service required in subsection (2) has been completed; or
 - (c) where an objection is filed, but not accepted by the Board, the next business day after the Board's ruling thereon.
- (5) Despite subsection (1), a **party** for whom no **qualified recipient** would exist, or who would have too few **qualified recipients** to effectively participate in the proceeding, may ask the Board to designate any other individual or individuals as a **qualified recipient**.

Destruction

8. (1) All **confidential** and **highly confidential information** a person has received under this Order shall be destroyed within 30 business days following the completion of the latest of

- (a) this proceeding;
- (b) any applications for judicial review; and
- (c) any appeals therefrom.

(2) Despite subsection (1), a **recipient** may retain **confidential** or **highly confidential** information to the extent necessary to satisfy any legal or professional record-keeping obligations.

Compliance with Prior Order

9. (1) Any use, disclosure, destruction, retention, or other act involving **confidential** or **highly confidential** information that is in conformity with this Order shall be deemed to be in compliance with, and deemed not to be a breach of, the **prior order**.
- (2) For the purposes of this Order, SOCAN is deemed to be the **supplier** of any information that, under the **prior order**, was the **confidential** or **highly confidential** information of SODRAC (2003) Inc.
- (3) Any information which was designated either **confidential** or **highly confidential** under the **prior order** shall continue to have the same designation under this Order unless that designation is modified by the **supplier** of that information or by an order of the Board.

Annex A – Confidentiality Undertaking

Proceeding: Television Reproduction (2015-2024)

[1] I, _____, of the City of _____, in the Province/Territory of _____, have read Confidentiality Order CB-CDA 2025-123 (the “**Order**”) and undertake to be bound by the **Order**.

[2] I will not disclose any **confidential** or **highly confidential information** I may receive in the course of the Television Reproduction (2015-2024) proceeding (“**this proceeding**”), except as permitted under the **Order**.

[3] I will not use any **confidential** or **highly confidential information** I may receive in the course of **this proceeding** except for the purposes of this **proceeding** or as otherwise required by law or regulation.

[4] I will comply with the provisions of the **Order** with respect to the retention and destruction of all **confidential and highly confidential information** that is subject to the **Order**.

[5] I acknowledge that any breach of this undertaking will be considered to be a breach of the Order. I also acknowledge that the supplier of **confidential** or **highly confidential information** (the “**supplier**”) would be irreparably harmed in the event that I fail to comply with the specific terms of the **Order**. Accordingly, I acknowledge that the supplier may be entitled to injunctive relief to prevent breaches of the **Order** and to specifically enforce its terms and provisions, in addition to any other remedy to which the **supplier** may be entitled at law or in equity.

[6] I hereby submit to the jurisdiction of the Copyright Board of Canada and the Federal Court of Canada, for the purposes of **this proceeding** and the **Order** and any necessary enforcement or injunction proceedings.

Signed before a witness this _____ day of _____, _____.

(Print Name)

(Signature)

(Name of Firm)

(Position/Function)

(Print Name – Witness)

(Signature – Witness)