

PROPOSED TARIFF

Filed with the Copyright Board by Canadian Broadcasters Rights Agency (CBRA) on 2021-10-15 pursuant to subsection 67(1) of the Copyright Act

**Proposed Tariff Title: CBRA Commercial Media Monitoring Tariff, 2023-2025
CBRA Non-Commercial Media Monitoring Tariff, 2023-2025**

For the fixation and reproduction of works and communication signals, in Canada, by commercial and non-commercial media monitors.

Proposed Short Title: CBRA Media Monitoring Tariffs, 2023-2025

Effective Period: 2023-01-01 – 2025-12-31

STATEMENT OF ROYALTIES TO BE COLLECTED BY CBRA FOR THE FIXATION AND REPRODUCTION OF WORKS AND COMMUNICATION SIGNALS, IN CANADA, BY COMMERCIAL MEDIA MONITORS FOR THE YEARS 2023 TO 2025

Short Title

1. This tariff may be cited as the CBRA Commercial Media Monitoring Tariff, 2023-2025.

Definitions

2. In this tariff,

“CBRA broadcaster” means anyone that has authorized CBRA to collect royalties from monitors on its behalf for the fixation or reproduction of programs or communication signals; (« radiodiffuseur de la CBRA »)

“CBRA item” means an excerpt, monitoring note, summary note or transcript of a CBRA program; (« produit CBRA »)

“CBRA program” means a program in which copyright is owned or controlled by a CBRA broadcaster, whether or not the program is embedded in a CBRA signal; (« émission de la CBRA »)

“CBRA-related gross income” means the gross amount or value of other consideration received in connection with the exploitation of the fixation or reproduction of any CBRA program or CBRA signal (such as any sale, rental or other dealing in a CBRA item) or the provision of any related good or service (such as research or monitoring), excluding applicable taxes as well as the actual out-of-pocket cost for recording media, their labelling and delivery charges; (« revenu brut CBRA »)

“CBRA signal” means a communication signal broadcast by a CBRA broadcaster; (« signal CBRA »)

“communication signal” has the meaning attributed to it in section 2 of the Copyright Act, which reads:

“ ‘communication signal’ means radio waves transmitted through space without any artificial guide, for reception by the public.”

This includes the signal of a conventional or specialty service; (« signal de communication »)

“excerpt” means an excerpt of a program; (« extrait »)

“monitor” means anyone that sells, rents or otherwise deals in excerpts, monitoring notes, summary notes or transcripts through any means and in any form; (« entreprise de veille »)

“monitoring note” means a short written description of all or part of a program; (« survol »)

“program” means a radio or television news program, current affairs program or public affairs talk show; (« émission »)

“summary note” means an extended written summary of all or part of a program; (« sommaire »)

“transcript” means a transcription in any form of the text or spoken content of all or part of a program; (« transcription »)

“year” means calendar year. (« année »)

Ambit

3. (1) A monitor that complies with this tariff may do any act described in sections 4 to 9.

(2) This tariff only grants rights with respect to the elements in a CBRA program in which a CBRA broadcaster owns or controls the copyright. A CBRA broadcaster may not own or control the copyright in certain elements (such as rights in the music or in the performances) or certain portions (such as newswire feeds) of CBRA programs. The monitor is solely responsible for obtaining and paying for any authorization required to use those elements.

(3) This tariff does not grant any rights with respect to

(a) a work that is not a CBRA program, even if it is embedded in a CBRA signal; or

(b) a signal that is not a CBRA signal, even if a CBRA program is embedded in the signal.

(4) A monitor is not entitled to fix, reproduce or sell, rent or otherwise deal in a CBRA program, CBRA signal or CBRA item except as allowed by this tariff.

(5) This tariff does not apply where there is an agreement between CBRA and a monitor, for the period covered by the agreement.

Licensed Uses

4. A monitor may reproduce CBRA programs and fix CBRA signals on any physical medium, but only for the purpose of doing an act described in sections 5 to 9.

5. (1) A monitor may reproduce no more than two excerpts of up to a maximum of 10 minutes each of any CBRA program, as well as the portion of CBRA signal on which the excerpt is embedded.

(2) Notwithstanding subsection (1), in any given year, up to a maximum of 10 per cent of excerpts of CBRA programs provided to all customers on audiotape, 10 per cent of excerpts of CBRA programs provided to all customers on videotape, 10 per cent of excerpts of CBRA programs provided to all customers on other physical media, 10 per cent of excerpts of CBRA programs provided to all customers pursuant to subsection 7(1) [listening over the telephone], 10 per cent of excerpts of CBRA programs provided to all customers pursuant to subsection 7(2) [email attachments] and 10 per cent of excerpts of CBRA programs provided to all customers pursuant to section 8 [database access], may exceed the limits set out in subsection (1).

6. A monitor may sell or rent copies, on any physical medium, of an excerpt made in accordance with section 5.

7. (1) Subject to subsection (3), a monitor may allow a customer who requires immediate access to listen over the telephone to a recording of an excerpt made in accordance with section 5.

(2) Subject to subsection (3), a monitor may send to a customer who requires immediate access a video excerpt made in accordance with section 5 as an email attachment with a resolution no greater than 320 pixels by 240 pixels and with a frame rate no greater than 15 frames per second.

(3) The number of CBRA items provided pursuant to subsection (1) or (2) each year cannot exceed 10 per cent of the total number of CBRA items the monitor provides to all its customers in any year.

8. (1) Subject to subsection (2), a monitor may include transcripts and video excerpts of CBRA programs in a password-secured database.

(2) The operation of a database referred to in subsection (1) shall be subject to the following conditions:

(a) only excerpts made in accordance with section 5 shall be included in the database;

(b) excerpts shall have a resolution no greater than 320 pixels by 240 pixels and a frame rate no greater than 15 frames per second;

(c) excerpts shall be removed from the database no later than 10 days after they are broadcast;

(d) access to the database shall be restricted to

(i) persons that have been customers of the monitor for at least three months and that are public relations companies or the communications or public relations departments of businesses or public sector organizations, and

(ii) anyone else, if that person has agreed in writing to the conditions set out in subsection 11(2) and if, after receiving copy of the executed agreement, CBRA so consents;

(e) a customer shall determine whether it wishes to view an excerpt by reviewing a monitoring note for the excerpt. A customer who opens the file containing the excerpt shall be obligated to pay for the excerpt;

(f) a customer may download an excerpt; however, a monitor shall not allow anyone to reproduce, perform, communicate (which includes broadcast, download, email or transmit), display, distribute or make available any excerpt by any means whatsoever, although a customer may circulate internally an excerpt by means that are strictly internal;

(g) CBRA shall be entitled to review and approve all security and other elements of the database and the monitor's provision of viewing access to excerpts, to determine whether access can be provided without excerpts being reproduced, performed, communicated, displayed, distributed or made available; and

(h) CBRA shall have free access to the database for the purposes set out in paragraph (g) and in order to determine the contents of the database at any given time.

(3) The number of excerpts downloaded pursuant to paragraph 8(2)(f) cannot exceed 10 per cent of the total number of CBRA items the monitor provides to all its customers in any year.

9. A monitor may create and sell, rent or otherwise deal in monitoring notes, summary notes or transcripts of CBRA programs in any form.

10. (1) Subject to subsections (2) to (4), a monitor shall destroy anything it possesses or controls that was made pursuant to sections 4 to 9 no later than 31 days after the day the relevant program or signal was broadcast.

(2) A monitor shall destroy a transcript or copy of transcript of a CBRA program no later than 12 months after the day the transcript was made.

(3) A monitor may keep monitoring notes and summary notes of a CBRA program indefinitely.

(4) A monitor may, with the authorization of a CBRA broadcaster, keep anything made pursuant to this tariff that embodies a program or signal that is owned or controlled by that broadcaster.

11. (1) This tariff only entitles a monitor to sell, rent or otherwise deal in CBRA items with customers that are corporations or public sector organizations.

(2) Before a monitor sells, rents or otherwise deals in any CBRA item with a customer, the monitor shall ensure that the customer has agreed in writing to the following conditions:

(a) the customer shall use CBRA items only for its own private, non-commercial internal review and analysis;

(b) the customer shall not perform, reproduce, communicate (which includes broadcast, download, email or transmit), display, distribute or make available any part of a CBRA item by any means whatsoever, but may circulate internally a CBRA item by means that are strictly internal;

(c) the customer shall not copy, show or provide any part of a CBRA item to any other person, except as the monitor may specifically authorize in the case of reproductions of paper copies of transcripts;

(d) the customer shall not use any part of a CBRA item in connection with any legal, regulatory or administrative proceeding, political campaign or meeting of a political nature, for marketing, advertising,

publicity, endorsements or promotional purposes, or for any purpose that is contrary to law;

(e) the customer shall not use a CBRA item in any manner that is not allowed pursuant to this tariff; and

(f) the customer shall acknowledge that all rights, including copyright, in an excerpt or transcript of a CBRA program are the sole property of the relevant CBRA broadcaster.

(3) A monitor shall not knowingly sell, rent or otherwise deal in CBRA items with anyone who intends to contravene any of the terms set out in subsection (2).

12. A monitor shall ensure that any CBRA item it provides, any computer interface used to access a database and any email message to which an excerpt of a CBRA program is attached has a clear statement, label or video lead-in stating the following:

“Copyright protected and owned by broadcaster. Your licence is limited to private, internal, non-commercial use. All reproduction, broadcast, transmission or other use of this work is strictly prohibited.”

13. A CBRA broadcaster, or CBRA at its direction, may, by notifying a monitor in writing, restrict the monitor from selling, renting or otherwise dealing in a CBRA item if the broadcaster believes that this could raise a legal issue or result in liability.

14. (1) If a CBRA broadcaster broadcasts a correction, clarification or similar statement regarding the content of a CBRA program, a monitor, upon receiving a written notice to that effect, shall immediately provide copy of the statement to each customer who had access to a CBRA item derived from that program.

(2) No royalties are payable with respect to any CBRA item in respect of which a statement is supplied pursuant to subsection (1).

(3) A monitor shall be entitled to deduct from its CBRA-related gross income the costs it incurs to make and send any statement supplied pursuant to subsection (1), calculated at the retail price less 10 per cent.

ROYALTIES

15. (1) Each month, a monitor shall pay to CBRA a royalty equal to 14 per cent of the monitor's CBRA-related gross income in the second month before that month.

(2) Royalties payable pursuant to subsection (1) shall be paid no later than the first day of the month.

(3) Notwithstanding subsection (1), no royalties are payable on income a monitor's division receives from another division for providing a CBRA item to the second division if the second division includes any income it derives from that CBRA item in its CBRA-related gross income.

(4) Notwithstanding subsection (1), no royalties are payable on income a monitor receives from another monitor for providing a CBRA item to the second monitor if the first monitor advises CBRA that the second monitor shall include any income it derives from that CBRA item in its CBRA-related gross income and if the second monitor so does.

(5) Royalties payable under this tariff are exclusive of any federal, provincial or other governmental taxes or levies of any kind.

ADMINISTRATIVE PROVISIONS

Reporting Requirements: Monitors

16. (1) When a royalty payment is due, a monitor shall also provide to CBRA the following information in respect of the second month before the month for which the payment is due:

(a) the name of the monitor, that is,

(i) the name of a corporation and a mention of its jurisdiction of incorporation,

(ii) the name of the proprietor of an individual proprietorship, and

(iii) the names of the principal officers of all operating offices owned or controlled directly or indirectly by the monitor,

together with any other trade name under which it carries on business;

(b) the address of the monitor's principal place of business;

(c) the address of each of its branches or associated offices;

(d) the name, call letters and network affiliation (if any) of each CBRA signal monitored in each office;

(e) the monitor's CBRA-related gross income and the royalties attributable to each CBRA signal; and

(f) the monitor's CBRA-related gross income and the royalties attributable to each CBRA program.

(2) Within 30 days of the end of a year, a monitor shall provide to CBRA, with respect to that year, a list of its customers and sufficient information to determine the monitor's compliance with subsections 5(2) and 7(3).

Errors

17. A monitor that discovers an error in any information provided to CBRA shall promptly provide the correct information.

Reporting Requirements: CBRA

18. CBRA shall, upon request, provide a monitor with an updated version of the list of CBRA signals set out in the Appendix.

Records and Audits

19. (1) A monitor shall keep and preserve, in accordance with generally accepted accounting principles and for a period of six years from the end of the relevant year, accounts and records from which CBRA can readily ascertain the amounts payable and the information required under this tariff including,

(a) for each sale, rental or other dealing in a CBRA item, the name and address of the customer as well as the gross revenues related to that CBRA item;

(b) for each excerpt made of a CBRA program, the call letters of the signal; and

(c) for each excerpt made of a CBRA program, the title of the program, as well as the date, time and duration of the excerpt.

(2) CBRA may audit these records at any time, on reasonable notice and during normal business hours.

(3) If an audit discloses that royalties due to CBRA were understated in any month by more than 5 per cent, the monitor shall pay the reasonable costs of the audit within 30 days of the demand for payment being made.

Confidentiality

20. (1) Subject to subsections (2) and (3), information received pursuant to this tariff shall be treated in confidence, unless the monitor that supplied the information consents in writing to the information being treated otherwise.

(2) Information referred to in subsection (1) can be shared

(a) to comply with this tariff;

(b) with CBRA's professional advisers, if their rules of professional conduct require them to treat the information in confidence or if they agree in writing to maintain such information in confidence;

(c) with the Copyright Board;

(d) in connection with proceedings before the Copyright Board, if CBRA has first provided a reasonable opportunity for the monitor providing the information to request a confidentiality order;

(e) to the extent required to effect the distribution of royalties, with a CBRA broadcaster; or

(f) if required by law or by a court of law.

(3) Subsection (1) does not apply to information that is publicly available, to information obtained from someone other than the undertaking and who is not under an apparent duty of confidentiality to that undertaking or to information that has been aggregated so as to prevent the disclosure of commercially sensitive information.

Adjustments

21. (1) Subject to subsection (2), adjustments in the amount of royalties owed by a monitor (including excess payments), as a result of the discovery of an error or otherwise, shall be made on the date the monitor's next royalty payment is due.

(2) A monitor may deduct any amount owed to it from its next payments to CBRA until no money remains owed to it.

Interest on Late Payments

22. (1) Any amount not received by CBRA by the due date shall bear interest from that date until the date the amount is received.

(2) Any amount found to be owing to CBRA, through an audit or otherwise, shall bear interest from the date it was due until the date the amount is received.

(3) Interest shall be calculated daily, at a rate equal to one per cent above the Bank Rate effective on the last day of the previous month (as published by the Bank of Canada). Interest shall not compound.

Addresses for Notices

23. (1) Anything that a monitor sends to CBRA shall be sent to P.O. Box 82011, RPO Riverside South, Ottawa ON, K1V 2N9 or to any other address of which the monitor has been notified in writing.

(2) Anything that CBRA sends to a monitor shall be sent to the address provided by the monitor in accordance with paragraph 16(1)(b) or, where no such address has been provided, to any other address where the monitor can be reached.

Delivery of Notices and Payments

24. (1) A notice may be delivered by hand, or by postage-paid mail.

(2) A notice or payment mailed in Canada shall be presumed to have been received three business days after the day it was mailed.

Appointment of Designate

25. (1) Any person that CBRA designates to receive a payment or notice shall have an address in Canada.

(2) CBRA shall notify a monitor at least 60 days in advance of such a designation or of any change therein.

Exemptions Regarding Below-Threshold Media Monitoring Revenues

26. (1) In this section, "total media monitoring revenues" means the gross amount or value of other consideration to be received by the monitor in connection with the exploitation of the fixation or reproduction of all programs or communication signals or the provision of any related good or service, excluding applicable taxes as well as actual out-of-pocket cost for recording media, their labelling and delivery charges.

(2) Subsections (3) to (8) apply in a year to a monitor that, no later than January 31 of that year, delivers to CBRA a statement certified as accurate and signed by a senior officer of the monitor that, in the officer's good faith view, the monitor's total media monitoring revenues for that year shall be less than \$100,000 and that the monitor wishes to avail itself of section 26 of this tariff.

(3) Notwithstanding section 15, a monitor that complied with subsection (2) shall pay royalties on a quarterly basis.

(4) A monitor that complied with subsection (2) shall provide the information set out in paragraph 16(1)(f) only if the monitor has that information and all other information set out in subsection 16(1) on a quarterly basis.

(5) Paragraph 19(1)(c) does not apply to a monitor that has complied with subsection (2).

(6) As soon as its total media monitoring revenues exceed \$100,000 in the relevant year, a monitor that has complied with subsection (2) shall notify CBRA of this occurrence. That monitor shall not be entitled to avail itself of this section for the rest of the relevant year and shall instead comply with the other provisions of this tariff.

(7) A monitor that has complied with subsection (2) and that has not delivered a notice pursuant to subsection (6) shall deliver to CBRA, on or before January 31 of the next year, a statement certified as accurate and signed by a senior officer of the monitor setting out the monitor's total media monitoring revenues for the relevant year.

(8) A monitor that complied with subsection (2) and whose total media monitoring revenues for the relevant year exceeded \$100,000 may not avail itself again of subsection (2) without the written authorization of CBRA.

GENERAL

Indemnity

27. (1) A monitor shall defend, indemnify and hold harmless CBRA, CBRA broadcasters and their respective shareholders, directors, officers, employees, agents, successors, licensees and assigns from and against any claim, demand, loss, liability, cost, damage or expense including, without limitation, reasonable legal fees that they may incur if

(a) the monitor breaches any provision of this tariff;

(b) the monitor does any act protected by copyright that is not authorized by this tariff;

(c) the monitor sells, rents or otherwise deals in a CBRA item after having received a notice pursuant to section 13; or

(d) a monitor's customer breaches any condition set out in subsection 11(2).

(2) A monitor's obligations pursuant to subsection (1) are not affected by the right of approval granted to CBRA pursuant to paragraph 8(2)(g).

(3) Notwithstanding subsection (1), CBRA or the relevant CBRA broadcaster may avail itself of any recourse it may have against a customer who breaches any condition set out in subsection 11(2).

28. CBRA shall defend, indemnify and hold harmless the monitor, its shareholders, directors, officers, employees, agents, successors, licensees and assigns from and against any claim, demand, loss, liability, cost, damage or expense including, without limitation, reasonable legal fees which they may suffer or incur by reason of a failure by CBRA to comply with this tariff or of an inaccuracy in the information supplied pursuant to section 18.

Default

29. (1) A monitor whose royalties CBRA has not received within five business days of the date the royalties are due pursuant to subsection 15(2) or 26(3) is not entitled to do any of the acts described in sections 4 to 9 as of the first day of the month or quarter in respect of which the royalties should have been paid until the monitor pays the royalties and the accrued interest.

(2) A monitor that fails to comply with any other provision of this tariff is not entitled to do any of the acts described in sections 4 to 9 as of five business days after CBRA has notified the monitor in writing of that failure and until the monitor remedies that failure.

(3) A monitor that becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of its creditors, files for protection under the Companies' Creditors Arrangement Act, winds up its affairs, ceases to carry on business or has a receiver-manager appointed for it or for a substantial part of its property is not entitled to do any of the acts described in sections 4 to 9 as of the day immediately preceding the day of the relevant occurrence.

STATEMENT OF ROYALTIES TO BE COLLECTED BY CBRA FOR THE FIXATION AND REPRODUCTION OF WORKS AND COMMUNICATION SIGNALS, IN CANADA, BY NON-COMMERCIAL MEDIA MONITORS FOR THE YEARS 2023 TO 2025

Short Title

1. This tariff may be cited as the CBRA Non-Commercial Media Monitoring Tariff, 2023-2025.

Definitions

2. In this tariff,

“CBRA broadcaster” means anyone that has authorized CBRA to collect royalties from monitors on its behalf for the fixation or reproduction of programs or communication signals; (« radiodiffuseur de la CBRA »)

“CBRA item” means an excerpt, monitoring note, summary note or transcript of a CBRA program; (« produit CBRA »)

“CBRA program” means a program in which copyright is owned or controlled by a CBRA broadcaster, whether or not the program is embedded in a CBRA signal; (« émission de la CBRA »)

“CBRA-related monitoring costs” means the monitor’s gross costs for the monitoring, fixation, reproduction, use or provision of any CBRA program, CBRA signal or CBRA item, as well as for any research or activity that relates to any such program, signal or item. Those costs include, without limitation, (i) salaries and wages of all staff and managers, (ii) operating expenses, including equipment, leases, rent, office supplies, software leases or licences and telephone and network charges, and (iii) capital expenditures, including computers, video-recorders and other equipment. They exclude applicable taxes, actual out-of-pocket cost for recording media, their labelling and delivery charges, and any amount paid by the monitor to a commercial media monitor acting pursuant to a licence from the CBRA for any CBRA item; (« dépenses de veille CBRA »)

“CBRA signal” means a communication signal broadcast by a CBRA broadcaster; (« signal CBRA »)

“communication signal” has the meaning attributed to it in section 2 of the Copyright Act, which reads:

“ ‘communication signal’ means radio waves transmitted through space without any artificial guide, for reception by the public.”

This includes the signal of a conventional or specialty service; (« signal de communication »)

“excerpt” means an excerpt of a program; (« extrait »)

“government” means

(a) Her Majesty in right of Canada as represented by all “departments” as defined in the Financial Administration Act, R.S.C., 1985, c. F-11 (as amended) [including, without limitation, all branches or divisions of the public service of Canada named in Schedule I of the Financial Administration Act and all corporations named in Schedule II of the Financial Administration Act] and all “public officers” and

“parent Crown corporations” as defined in the Financial Administration Act;

(b) Her Majesty in right of a province or territory of Canada, as represented by all departments, ministries, branches or divisions of the public services, as well as any public officer and any corporation a majority of whose shares are held by the Crown;

(c) all cities, towns, municipalities and other local government bodies or authorities (whether or not incorporated), and including all local boards, commissions, committees, bodies and authorities established or exercising any power under any legislation with respect to the affairs or purposes of one or more cities, towns, municipalities or other local government bodies or authorities;

(d) the Senate, the House of Commons of Canada, a provincial or territorial legislature, its members, its staff and its members’ staff; and

(e) a registered political party; (« gouvernement »)

“government user” means anyone within government to whom a monitor provides or makes available excerpts, monitoring notes, summary notes, transcripts, monitoring research or other associated services or benefits through any means and in any form; (« utilisateur gouvernemental »)

“monitor” means anyone within government who produces or makes available excerpts, summary notes, monitoring notes or transcripts through any means and in any form; (« service de veille »)

“monitoring note” means a short, written description of all or part of a program; (« survol »)

“program” means a radio or television news program, current affairs program or public affairs talk show; (« émission »)

“semester” means the period from January to June and the period from July to December; (« semestre »)

“summary note” means an extended written summary of all or part of a program; (« sommaire »)

“transcript” means a transcription in any form of the text or spoken content of all or part of a program; (« transcription »)

“year” means calendar year. (« année »)

Ambit

3. (1) A monitor that complies with this tariff may do any act described in sections 4 to 10.

(2) This tariff only grants rights with respect to the elements in a CBRA program in which a CBRA broadcaster owns or controls the copyright. A CBRA broadcaster may not own or control the copyright in certain elements (such as rights in the music or in the performances) or certain portions (such as newswire feeds) of CBRA programs. The monitor is solely responsible for obtaining and paying for any authorization required to use those elements.

(3) This tariff does not grant any rights with respect to

- (a) a work that is not a CBRA program, even if it is embedded in a CBRA signal; or
 - (b) a signal that is not a CBRA signal, even if a CBRA program is embedded in the signal.
- (4) A monitor is not entitled to fix, reproduce or make available a CBRA program, CBRA signal or CBRA item except as allowed by this tariff.
- (5) This tariff does not apply where there is an agreement between CBRA and a monitor, for the period covered by the agreement.

Licensed Uses

4. A monitor may reproduce CBRA programs and fix CBRA signals on any physical medium, but only for the purpose of doing an act described in sections 5 to 9.

5. (1) A monitor may reproduce no more than two excerpts of up to a maximum of 10 minutes each of any CBRA program, as well as the portion of CBRA signal on which the excerpt is embedded.

(2) Notwithstanding subsection (1), in any given year, up to a maximum of 10 per cent of excerpts of CBRA programs provided to all government users on audiotape, 10 per cent of excerpts of CBRA programs provided to all government users on videotape, 10 per cent of excerpts of CBRA programs provided to all government users on other physical media, 10 per cent of excerpts of CBRA programs provided to all government users pursuant to subsection 7(1) [listening over the telephone], 10 per cent of excerpts of CBRA programs provided to all government users pursuant to subsection 7(2) [email attachments] and 10 per cent of excerpts of CBRA programs provided to all government users pursuant to section 8 [database access], may exceed the limits set out in subsection (1).

6. A monitor may provide to a government user copies, on any physical medium, of an excerpt made in accordance with section 5.

7. (1) Subject to subsection (3), a monitor may allow a government user who requires immediate access to listen over the telephone to a recording of an excerpt made in accordance with section 5.

(2) Subject to subsection (3), a monitor may send to a government user who requires immediate access a video excerpt made in accordance with section 5 as an email attachment with a resolution no greater than 320 pixels by 240 pixels and with a frame rate no greater than 15 frames per second.

(3) The number of CBRA items provided pursuant to subsection (1) or (2) each year cannot exceed 10 per cent of the total number of CBRA items the monitor provides to all government users in any year.

8. (1) Subject to subsection (2), a monitor may include transcripts and video excerpts of CBRA programs in a password-secured database.

(2) The operation of a database referred to in subsection (1) shall be subject to the following conditions:

(a) only excerpts made in accordance with section 5 or received in accordance with section 10 shall be included in the database;

(b) excerpts shall have a resolution no greater than 320 pixels by 240 pixels and a frame rate no greater

than 15 frames per second;

(c) excerpts shall be removed from the database no later than six months after they are broadcast;

(d) a government user may download an excerpt; however, a monitor shall not allow anyone to reproduce, perform, communicate (which includes broadcast, download, email or transmit), display, distribute or make available any excerpts by any means whatsoever, although a government user may circulate them internally by means that are strictly internal;

(e) CBRA shall be entitled to review and approve all security and other elements of the database and the monitor's provision of viewing access to excerpts, to determine whether access can be provided without excerpts being reproduced, performed, communicated, displayed, distributed or made available; and

(f) CBRA shall have free access to the database for the purposes set out in paragraph (e) and in order to determine the contents of the database at any given time.

(3) The number of excerpts downloaded pursuant to paragraph 8(2)(d) cannot exceed 10 per cent of the total number of CBRA items the monitor provides to all government users in any year.

9. A monitor may create and make available to government users monitoring notes, summary notes or transcripts of CBRA programs in any form.

10. A monitor is entitled to do an act described in sections 6 to 9 with respect to any CBRA item it receives from a commercial media monitor acting pursuant to a CBRA licence.

11. (1) Subject to subsections (2) to (4), a monitor shall destroy anything it possesses or controls that was made pursuant to sections 4 to 9 no later than six months after the day the relevant program or signal was broadcast.

(2) A monitor shall destroy a transcript or copy of a transcript of a CBRA program no later than 10 years after the day the transcript was made.

(3) A monitor may keep monitoring notes and summary notes of a CBRA program indefinitely.

(4) A monitor may, with the authorization of a CBRA broadcaster, keep anything made pursuant to this tariff that embodies a program or signal that is owned or controlled by that broadcaster.

12. (1) This tariff entitles a monitor to provide or make available CBRA items or services related to CBRA items only to government users.

(2) Before a monitor provides or makes available any CBRA item to a government user, the monitor shall ensure that the government user has agreed in writing to the following conditions:

(a) the government user shall use CBRA items only for its own private, non-commercial internal review and analysis;

(b) the government user shall not perform, reproduce, communicate (which includes broadcast, download, email or transmit), display, distribute or make available any part of a CBRA item by any means

whatsoever, but may circulate internally a CBRA item by means that are strictly internal;

(c) the government user shall not copy, show or provide any part of a CBRA item to any other person, except as the monitor may specifically authorize in the case of reproductions of paper copies of transcripts;

(d) the government user shall not use any part of a CBRA item in connection with any legal, regulatory or administrative proceeding, political campaign or meeting of a political nature, for marketing, advertising, publicity, endorsements or promotional purposes, or for any purpose that is contrary to law;

(e) the government user shall not use a CBRA item in any manner that is not allowed pursuant to this tariff; and

(f) the government user shall acknowledge that all rights, including copyright, in an excerpt or transcript of a CBRA program are the sole property of the relevant CBRA broadcaster.

(3) A monitor shall not knowingly provide or make available a CBRA item to anyone who intends to contravene any of the terms set out in subsection (2).

13. A monitor shall ensure that any CBRA item it provides, any computer interface used to access a database and any email message to which an excerpt of a CBRA program is attached has a clear statement, label or video lead-in stating the following:

“Copyright protected and owned by broadcaster. Your licence is limited to private, internal, non-commercial use. All reproduction, broadcast, transmission or other use of this work is strictly prohibited.”

14. A CBRA broadcaster, or CBRA at its direction, may, by notifying a monitor in writing, restrict the use of a CBRA item if the broadcaster believes that this could raise a legal issue or result in liability.

15. (1) If a CBRA broadcaster broadcasts a correction, clarification or similar statement regarding the content of a CBRA program, a monitor, upon receiving a written notice to that effect, shall immediately provide a copy of the statement to each government user who had access to a CBRA item derived from that program.

(2) No royalties are payable with respect to any CBRA item in respect of which a statement is supplied pursuant to subsection (1).

(3) A monitor shall be entitled to deduct from its CBRA-related monitoring costs the costs it incurs to make and send any statement supplied pursuant to subsection (1).

ROYALTIES

16. (1) Each semester, a monitor shall pay to CBRA a royalty equal to 14 per cent of the monitor's CBRA-related monitoring costs for the previous semester.

(2) Royalties payable pursuant to subsection (1) shall be paid no later than the first day of the third month of the semester.

(3) Royalties payable under this tariff are exclusive of any federal, provincial or other governmental taxes or levies of any kind.

ADMINISTRATIVE PROVISIONS

Reporting Requirements: Monitors

17. (1) When a royalty payment is due, a monitor shall also provide to CBRA the following information in respect of the previous semester:

- (a) the name and address of the monitor;
- (b) the name, call letters and network affiliation (if any) of each CBRA signal monitored;
- (c) the monitor's CBRA-related monitoring costs and the royalties attributable to each CBRA signal; and
- (d) the monitor's CBRA-related monitoring costs and the royalties attributable to each CBRA program.

(2) Within 60 days of the end of a year, a monitor shall provide to CBRA, with respect to that year, a list of government users and sufficient information to determine the monitor's compliance with subsections 5(2) and 7(3).

Errors

18. A monitor that discovers an error in any information provided to CBRA shall promptly provide the correct information.

Reporting Requirements: CBRA

19. CBRA shall, upon request, provide a monitor with an updated version of the list of CBRA signals set out in the Appendix.

Records and Audits

20. (1) A monitor shall keep and preserve, in accordance with generally accepted accounting principles and for a period of six years from the end of the relevant year, accounts and records from which CBRA can readily ascertain the amounts payable and the information required under this tariff including

- (a) the calculation of its CBRA-related monitoring costs;
- (b) each time a monitor uses or provides a CBRA item, the name and address of the government user and the call letters of the signal; and
- (c) each time a monitor uses or provides a CBRA item, the title of the program, as well as the date, time and duration of the item.

(2) CBRA may audit these records at any time, on reasonable notice and during normal business hours.

(3) If an audit discloses that royalties due to CBRA were understated in any semester by more than 5 per cent, the monitor shall pay the reasonable costs of the audit within 30 days of the demand for payment being made.

Confidentiality

21. (1) Subject to subsections (2) and (3), information received pursuant to this tariff shall be treated in confidence, unless the monitor that supplied the information consents in writing to the information being treated otherwise.

(2) Information referred to in subsection (1) can be shared

(a) to comply with this tariff;

(b) with CBRA's professional advisers, if their rules of professional conduct require them to treat the information in confidence or if they agree in writing to maintain such information in confidence;

(c) with the Copyright Board;

(d) in connection with proceedings before the Copyright Board, if CBRA has first provided a reasonable opportunity for the monitor providing the information to request a confidentiality order;

(e) to the extent required to effect the distribution of royalties, with a CBRA broadcaster; or

(f) if required by law or by a court of law.

(3) Subsection (1) does not apply to information that is publicly available, to information obtained from someone other than the undertaking and who is not under an apparent duty of confidentiality to that undertaking or to information that has been aggregated so as to prevent the disclosure of commercially sensitive information.

Adjustments

22. (1) Subject to subsection (2), adjustments in the amount of royalties owed by a monitor (including excess payments), as a result of the discovery of an error or otherwise, shall be made on the date the monitor's next royalty payment is due.

(2) A monitor may deduct any amount owed to it from its next payments to CBRA until no money remains owed to it.

Interest on Late Payments

23. (1) Any amount not received by CBRA by the due date shall bear interest from that date until the date the amount is received.

(2) Any amount found to be owing to CBRA, through an audit or otherwise, shall bear interest from the date it was due until the date the amount is received.

(3) Interest shall be calculated daily at a rate equal to one per cent above the Bank Rate effective on the last day of the previous month (as published by the Bank of Canada). Interest shall not compound.

Addresses for Notices

24. (1) Anything that a monitor sends to CBRA shall be sent to P.O. Box 82011, RPO Riverside South, Ottawa ON, K1V 2N9 or to any other address of which the monitor has been notified in writing.

(2) Anything that CBRA sends to a monitor shall be sent to the address provided by the monitor in accordance with paragraph 17(1)(a) or, where no such address has been provided, to any other address where the monitor can be reached.

Delivery of Notices and Payments

25. (1) A notice may be delivered by hand, or by postage-paid mail.

(2) A notice or payment mailed in Canada shall be presumed to have been received three business days after the day it was mailed.

Appointment of Designate

26. (1) Any person that CBRA designates to receive a payment or notice shall have an address in Canada.

(2) CBRA shall notify a monitor at least 60 days in advance of such a designation or of any change therein.

Exemptions Regarding Below-Threshold Media Monitoring Costs

27. (1) In this section, “total media monitoring costs” means the monitor’s gross costs for the monitoring, fixation, reproduction, use or provision of any program or signal, as well as for any research or activity that relates to any such program or signal. Those costs include, without limitation, (i) salaries and wages of all staff and managers, (ii) operating expenses, including equipment, leases, rent, office supplies, software leases or licences and telephone and network charges, and (iii) capital expenditures, including computers, videorecorders and other equipment. They exclude applicable taxes, actual out-of-pocket cost for recording media, their labelling and delivery charges, and any amount paid by the monitor to a commercial media monitor acting pursuant to a CBRA licence for any CBRA item.

(2) Subsections (3) to (7) apply in a year to a monitor that, no later than January 31 of that year, delivers to CBRA a statement certified as accurate and signed by a senior officer of the monitor that in the officer’s good faith view, the monitor’s total media monitoring costs for that year shall be less than \$100,000 and that the monitor wishes to avail itself of section 27 of this tariff.

(3) A monitor that complied with subsection (2) shall provide the information set out in paragraph 17(1)(d) only if the monitor has that information.

(4) Paragraph 20(1)(c) does not apply to a monitor that has complied with subsection (2).

(5) As soon as its total media monitoring costs exceed \$100,000 in the relevant year, a monitor that has complied with subsection (2) shall notify CBRA of this occurrence. That monitor shall not be entitled to avail itself of this section for the rest of the relevant year and shall instead comply with the other provisions of this tariff.

(6) A monitor that has complied with subsection (2) and that has not delivered a notice pursuant to subsection (5) shall deliver to CBRA, on or before January 31 of the next year, a statement certified as

accurate and signed by a senior officer of the monitor setting out the monitor's total media monitoring costs for the relevant year.

(7) A monitor that complied with subsection (2) and whose total media monitoring costs for the relevant year exceeded \$100,000 may not avail itself again of subsection (2) without the written authorization of CBRA.

GENERAL

Indemnity

28. (1) A monitor shall defend, indemnify and hold harmless CBRA, CBRA broadcasters and their respective shareholders, directors, officers, employees, agents, successors, licensees and assigns from and against any claim, demand, loss, liability, cost, damage or expense including, without limitation, reasonable legal fees that they may incur if

- (a) the monitor breaches any provision of this tariff;
- (b) the monitor does any act protected by copyright that is not authorized by this tariff;
- (c) the monitor uses a CBRA item after having received a notice pursuant to section 14; or
- (d) a monitor's government user breaches any condition set out in subsection 12(2).

(2) A monitor's obligations pursuant to subsection (1) are not affected by the right of approval granted to CBRA pursuant to paragraph 8(2)(e).

(3) Notwithstanding subsection (1), CBRA or the relevant CBRA broadcaster may avail itself of any recourse it may have against a government user who breaches any condition set out in subsection 12(2).

29. CBRA shall defend, indemnify and hold harmless the monitor, its shareholders, directors, officers, employees, agents, successors, licensees and assigns from and against any claim, demand, loss, liability, cost, damage or expense including, without limitation, reasonable legal fees which they may suffer or incur by reason of a failure by CBRA to comply with this tariff or of an inaccuracy in the information supplied pursuant to section 19.

Default

30. (1) A monitor whose royalties CBRA has not received within five business days of the date the royalties are due pursuant to subsection 16(2) is not entitled to do any of the acts described in sections 4 to 10 from the first day of the semester in respect of which the royalties should have been paid until the monitor pays the royalties and the accrued interest.

(2) A monitor that fails to comply with any other provision of this tariff is not entitled to do any of the acts described in sections 4 to 10 as of five business days after CBRA has notified the monitor in writing of that failure and until the monitor remedies that failure.

APPENDIX

CALL LETTERS OR NAMES OF TELEVISION AND RADIO SIGNALS OF CBRA BROADCASTERS

TELEVISION

CFAP	CHLT-DT	CKND	HBO Canada
CFCF	CHMG	CKNY	HGTV Canada
CFCM-DT		CKPG	Historia
CFCM	CHMI	CKPR	History
CFCN	CHNM		Investigation
CFCN-TV5	CHNU	CKRT	Investigation Discovery
CFEM	CHOT	CKSA	LCN
CFER	CHRO	CKVR	Lifetime
CFER-TV2	CHVC	CKVU	MaTV
CFGS	CHWI	CKWS	Max
CFHD	CICA	CKY	MétéoMédia
CFJC	CICC	ABC Spark	Movie Time
CFJP	CICI	Aboriginal Peoples	Rewind (Movieola –The
CFJP-DT	CICO	Television Network	Short Film Channel)
CFKM	CICT	Action	MTV
CFKS	CIHF	Addik TV	MTV2
CFMT	CIII	Animal Planet Canada	National Geographic
CFPL	CIIT	BNN	Canada Channel
CFQC	CIMC	Book Television	Nat Geo Wild
CFRE	CIMT	Canal D	Nick Canada
CFRN	CIPA	Canal Vie	OMNI Regional
CFRN-TV6	CISA	Cartoon Network	OWN
CFRS	CITL	CASA	Outdoor Life Network
CFSK	CITO	Cinépop	Prise 2
CFTF	CITS	CMT	RDS / RDS2
CFTK	CITS-DT	Cooking Channel	RDSI (RDS Info)
CFTM	CITV	CP24	Rewind
CFTM-DT	CITY	Crime + Investigation	Series+
CFTO	CIVI	CTV Comedy	SHAW TV
CFVS	CIVT	CTV Drama Channel	Showcase
CH5248	CJCB	CTV Life	Silver Screen Classics
CHAN	CJCH	CTV News Channel	Slice
CHAT	CJCO	CTV Sci Fi	SN2
CHAU	CJDC	Deja View	Sportsnet
CHBC	CJEO	Disney Channel EN	Sportsnet One
CHBX	CJIL	Disney Channel FR	Sportsnet 360
CHCH	CJMT	Disney Junior	(The Score)
CHCO-TV	CJNT-DT	Disney XD	Space
CHEK Courtenay/ Comox/ Campbell River/CH13	CJOH	Discovery	Starz
CHEK Port Alberni CH11	CJON	Discovery Science	Stingray Juicebox
CHEK Sook CH13	CJPM	Discovery Velocity	Stingray Loud
CHEK Victoria CH6	CJPM-TV1	DIY Network	Stingray Retro
CHEM	CKAL	DTOUR	Stingray Vibe
CHET	CKCK	E!	Super Écran
CHEX	CKCO	ELLE Fictions	Talentvision
CHEX-TV 2	CKCS	ESPN Classic Canada	Teletoon English
CHFD	CKCW	Fairchild TV	Teletoon French
CHLT	CKEM	Food Network Canada	TECH TV
	CKES	FXC	The Weather Network
	CKLT	FXX	Treehouse TV
	CKMI	Global News: BC1	TSN / TSN2

TVA Sports
Vrak TV
W Network
W Movies
YOOPA
YTV
Z (Z Télé)

RADIO

CFAB-FM	CFJO-FM-1	CFSF-FM	CHFI-FM
CFAC-AM	CFJR-FM	CFSL-AM	CHFM-FM
CFAI-FM	CFLC-FM/CFLW-FM	CFSR-FM	CHFT-FM
CFAM-AM	CFLD-AM	CFSX-AM	CHFX-FM
CFAN-FM	CFLG-FM	CFTE-AM	CHGB-FM
CFAR-AM	CFLM-FM	CFTK-AM	CHGK-FM
CFAX-AM	CFLN-FM	CFTR-AM	CHGM-FM
CFBC-FM	CFLT-FM	CFTX-FM	CHGO-FM
CFBG-FM	CFLY-FM	CFVD-FM	CHHI-FM
CFBK-FM	CFMB-AM	CFVD-FM 1	CHIK-FM
CFBR-FM	CFMC-FM	CFVD-FM 2	CHIN-AM
CFBT-FM	CFMG-FM	CFVM-FM	CHIN-FM
CFBU-AM-2	CFMI-FM	CFVR-FM	CHIQ-FM
CFBV-AM	CFMJ-AM	CFWD-FM	CHJM-FM
CFBV-AM-2	CFMK-FM	CFWF-FM	CHKF-FM
CFBV-FM-1	CFMM-FM	CFWM-FM	CHKG-FM
CFCA-FM	CFNN	CFXE-FM	CHKS-FM
CFCB-AM	CFNW	CFZG-FM	CHKT-FM
CFCO-AM/FM	CFOB-FM	CFXH-FM	CHKX-FM
CFCP-FM	CFMO-FM	CFXJ-FM	CHLB-FM
CFCW-AM	CFMX-FM	CFXL-FM	CHLG-FM
CFCW-FM	CFMY-FM	CFXN-FM	CHLK-FM
CFCY-FM	CFMZ-FM	CFXO-FM	CHLQ-FM
CFDA-FM	CFNA-FM	CFXP-FM	CHLX-FM
CFDL-FM	CFNI-AM	CFXW-FM	CHMJ-AM
CFDV-FM	CFNL	CFXY-FM	CHML-AM
CFEI-FM	CFNO-FM	CFYM-AM	CHMN-FM
CFEL-FM	CFNY-FM	CFYX-FM	CHMP-FM
CFEP-FM	CFOM-FM	CFZM-AM	CHMS-FM
CFEX-FM	CFOS-AM	CFZN-FM	CHMT-FM
CFFM-FM	CFOX-FM	CFZZ-FM	CHMX-FM
CFFM-FM-2	CFPA-FM	CHAA-FM 103.3	CHNC-FM
CFFM-FM-3	CFPG-FM	CHAB-AM	CHNC-FM-1
CFFR-AM	CFPL-AM	CHAM-AM	CHNC-FM-2
CFGE-FM	CFPL-FM	CHAS-FM	CHNC-FM-3
CFGL-FM	CFPS-FM	CHAT-FM	CHNI-FM
CFGM-FM	CFPW-FM	CHAY-FM	CHNL-AM
CFGQ-FM	CFQK-FM	CHBD-FM	CHNO-FM
CFGP-FM	CFQM-FM	CHBE-FM	CHNS-FM
CFGQ-FM	CFQX-FM	CHBM-FM	CHNV-FM
CFGT-FM	CFRA-AM	CHBN-FM	CHNV-FM-1
CFGW-FM	CFRB-AM	CHBO-FM	CHOA-FM
CFGX-FM	CFRI-FM	CHBW-FM	CHOD-FM 92.1
CFHI-FM	CFRK-FM	CHBZ-FM	CHOE-FM
CFHK-FM	CFRN-AM	CHCQ-FM	CHOI-FM
CFIF-FM	CFRQ-FM	CHDI-FM	CHOK-AM/-FM
CFIT-FM	CFRV-FM	CHDR-FM	CHOM-FM
CFIX-FM	CFRW-AM	CHED-AM	CHON-FM
CFJL-FM	CFRY-AM	CHEQ-FM	CHOO-FM
CFJO-FM	CFRY-FM	CHER-FM	CHOR-AM

		CHEY-FM	CHOX-FM
		CHEZ-FM	CHOY-FM
CHOZ-FM	CHYC-FM	CILV-FM	CJAY-FM
CHPB-FM	CHYK-FM	CILM-FM	CJBK-AM
CHPO-FM	CHYK-FM-3	CIME-FM	CJBQ-AM
CHPQ-FM	CHYM-FM	CIMF-FM	CJBX-FM
CHPR-FM	CHYR-FM	CIMG-FM	CJBZ-FM
CHQC-FM	CHYX-FM	CIMJ-FM	CJCA-AM
CHQM-FM	CIAO-AM	CIMO-FM	CJCB-FM
CHQR-AM	CIBH-FM	CIMS-FM 96.7	CJCD-FM
CHQT-AM	CIBK-FM	CIMS-FM 103.9	CJCD-FM-1
CHQX-FM	CIBL-FM 101.5	CIMX-FM	CJCH-FM
CHRB-AM	CIBM-FM	CING-FM	CJCI-FM
CHRC-FM	CIBQ-FM	CINL	CJCJ-FM
CHRD-FM	CIBU-FM	CIOC-FM	CJCL-AM
CHRE-FM	CIBW-FM	CIOK-FM	CJCQ-FM
CHRI-FM	CIBX-FM	CIOO-FM	CJCS-FM
CHRK-FM	CICF-FM	CIOR-AM	CJCW
CHRL-FM	CICS-FM	CIPC-FM	CJDC-AM
CHRM-FM	CICX-FM	CIQB-FM	CJDJ-FM
CHRT-FM	CICZ-FM	CIQC-FM	CJDL-FM
CHRX-FM	CIDC-FM	CIQI-FM	CJDM-FM
CHSJ-FM	CIDR-FM	CIQM-FM	CJDR-FM
CHSL-FM	CIEL-FM	CIRK-FM	CJDV-FM
CHSM-AM	CIFA-FM	CIRN-FM	CJEB-FM
CHSN-FM	CIFJ-AM	CIRR-FM	CJEC-FM
CHSP-FM	CIFL-AM	CIRX-FM	CJEG-FM
CHST-FM	CIFM-FM	CIRX-FM-2	CJEL-FM
CHSU-FM	CIGB-FM	CIRX-FM-3	CJEM-FM
CHTD-FM	CIGL-FM	CISL-AM	CJET-FM
CHTK-FM	CIGM-FM	CISN-FM	CJFM-FM
CHTM-AM	CIGO-FM	CISO-FM	CJFW-FM
CHTN-FM	CIGV-FM	CISQ-FM	CJFX-FM
CHTT-FM	CIHI-FM	CISS-FM	CJGB-FM
CHTZ-FM	CIHO-FM 88.1	CISW-FM	CJGO-FM
CHUB-FM	Petite Rivière	CITE-FM	CJGR-FM
CHUC-FM	CIHO-FM 88.1	CITE-FM-1	CJGX-FM
CHUM-AM	St-Siméon	CITF-FM	CJHD-FM
CHUM-FM	CIHO-FM 92.1	CITI-FM	CJHK--FM
CHUP-FM	Baie St-Paul	CIUP-FM	CJIT-FM
CHUR-FM	CIHO-FM 96.3	CIUT-FM	CJJM-FM
CHVD-FM	St-Hilarion	CIVH-AM	CJJR-FM
CHVN-FM	CIHT-FM	CIWW-FM	CJKC-FM
CHVO-FM	CIJK-FM	CIXF-FM	CJKR-FM
CHVR-FM	CIKI-FM	CIXK-FM	CJKX-FM
CHWC-FM	CIKR-FM	CIXM-FM	CJLA-FM
CHWD-FM	CIKT-FM	CIZL-FM	CJLL-FM
CHWE-FM	CIKX-FM	CIZZ-FM	CJLM-FM
CHWF-FM	CIKZ-FM	CJAB-FM	CJLP-FM
CHWK-FM	CILB-FM	CJAD-AM	CJLR-FM
CHWV-FM	CILG-FM	CJAN-FM 99.3	CJLR-FM-1
CHWY-FM	CILK-FM	CJAQ-FM	CJLR-FM-2

CHXX-FM	CILK-FM CILQ-FM CILR-FM/CJEV/CJPV CILT-FM	CJAR-AM CJAT-FM CJAV-FM CJAW-FM CJAX-FM	CJLR-FM-3 CJLR-FM-4 CJLR-FM-5 CJLR-FM-6 CJLR-FM-7
CJLS-FM 93.5 CJLS-FM 94.7 CJLS-FM 95.5 CJLS-FM 96.3 CJLT-FM CJLM-FM CJME-FM CJMF-FM CJMG-FM CJMJ-FM CJMK-FM CJMM-FM CJMO-FM CJMV-FM CJMX-FM CJNB-AM CJNI-FM CJNS-FM CJOB-AM CJOI-FM CJOJ-FM CJOK-FM CJOR-AM CJOS-FM CJOY-AM CJPG-FM CJPR-FM CJPT-FM CJQM-FM CJQQ-FM CJRB-AM CJRG-FM 94.5 Gaspé CJRG-FM 95.3 Anse-à-Velleau CJRG-FM 97.3 Bichervaise CJRG-FM 97.9 Rivière-au-Renard CJRG-FM 104.7 Murdochville CJRL-FM CJRQ-FM CJRW-FM CJRX-FM CJRY-FM CJSD-FM CJSE-FM 89.5	CJSP-FM CJSS-FM CJSU-FM CJTK-FM 95.5 CJTK-FM 102.5 CJTK-FM 103.5 CJTN-FM CJUI-FM CJUK-FM CJUV-FM CJVA-AM CJVB-FM CJVR-FM CJWF-FM CJWL-FM CJWV-FM CJWW-FM CJXK-FM CJXL-FM CJXR-FM CJXX-FM CJXY-FM CJYC-FM CJYM-AM CJYQ-AM CJZN-FM CKAC-AM 730 CKAD-FM CKAP-FM CKAT-AM CKAY-FM CKBA-FM CKBC-FM CKBE-FM CKBI-AM CKBL-FM CKBN-FM CKBT-FM CKBW-FM CKBX-AM CKBY-FM CKBZ-FM CKCB-FM CKCE-FM CKCH-FM CKCK-FM CKCL-FM CKCM-FM	CKDM-AM CKDO-AM CKDQ-AM CKDR-FM CKDV-FM CKDX-FM CKDY-FM CKEA-FM CKEC-FM CKEN-FM CKER-FM CKEX-FM CKFI-FM CKFM-FM CKFR-AM CKFT-FM CKFU-FM CKFX-FM CKGA-AM CKGB-FM CKGE-FM CKGF-FM CKGF-FM-1 CKGF-FM-2 CKGL-AM CKGM-AM CKGN-FM 89.7 CKGN-FM 94.7 CKGR-AM CKGR-FM CKGS-FM CKGY-FM CKHJ-AM CKHK-FM CKHT-FM CKHY-FM CKHZ-FM CKIA-FM CKIK-FM CKIM-FM/CKCM-FM CKIS-FM CKIX-FM CKIZ-FM CKJH-AM CKJR-AM CKJS-AM CKKC-FM CKKL-FM	CKKY-FM CKLC-FM CKLD-FM CKLE-FM CKLF-FM CKLH-FM CKLM-FM CKLN-FM CKLO-FM CKLP-FM CKLQ-FM CKLR-FM CKLW-AM CKLX-FM CKLY-FM CKLZ-FM CKMF-FM CKMH-FM CKMM-FM CKMP-FM CKMQ-FM CKMV-FM CKMW-AM CKMX-AM CKNB-FM CKNG-FM CKNI-FM CKNL-FM CKNO-FM CKNR-FM CKNW-AM CKNX-AM/-FM CKOB-FM CKOC-AM CKOE-FM CKOF-FM CKOI-FM CKOM-FM CKOR-AM CKOT-FM CKOY-FM CKPC-AM CKPC-FM CKPE-FM CKPK-FM CKPP-FM CKPR-FM CKPT-FM

CJSE-FM 92.5
CJSE-FM 107.3
CJSI-FM
CJSL-AM
CJSN-AM

CKCN-FM 94.1
CKCQ-FM
CKCR-FM
CKCV-FM
CKCW-FM
CKDH-FM
CKDK-FM

CKKN-FM
CKKO-FM
CKKQ-FM
CKKS-FM
CKKW-FM

CKPW-FM
CKQB-FM
CKQC-FM
CKQK-FM
CKQM-FM

CKQQ-FM
CKQR-FM
CKQR-FM-1
CKQV-FM 103.3
CKQV-FM 104.5
CKQV-2-FM 104.5
CKQV-3-FM 104.1
CKRA-FM
CKRB-FM 103.5
CKRC-FM
CKRD-FM
CKRI-FM
CKRM-AM
CKRU-FM
CKRV-FM
CKRX-FM
CKRY-FM
CKSA-FM
CKSE-FM
CKSG-FM
CKSQ-FM
CKSR-FM
CKST-AM
CKSW-AM
CKSY-FM
CKTB-AM
CKTF-FM
CKTG
CKTK-FM
CKTO-FM
CKTY-FM
CKUA-FM
CKUE-FM
CKUL-FM
CKUV-FM
CKVH-FM
CKVM-FM
CKVO-AM
CKVV-FM
CKVX-FM
CKWB-FM
CKWD-FM
CKWF-FM
CKWL-AM
CKWM-FM
CKWV-FM

CKXG-FM
CKXO-FM
CKXR-FM
CKXX-FM
CKY-FM
CKYC-FM
CKYK-FM
CKYQ-FM
CKYX-FM
CKZZ-FM
Sirius Satellite Radio-
Canada
Sirius XM Canada
VOCM-AM
VOCM-FM
WLYK
XM Radio-Canada

CKWW-AM
CKWX-AM
CKWY-FM
CKX-FM
CKXA-FM
CKXC-FM
CKXD-FM