



Letter of Agreement
between
the Chairman and Chief Executive Officer of the Canadian Radio-television and
Telecommunications Commission
and the Commissioner of Competition of the Competition Bureau

Introduction

The Canadian Radio-television and Telecommunications Commission (the “Commission”) and the Competition Bureau (the “Bureau”) wish to acknowledge their important ongoing relationship and to recognize that continued cooperation can contribute to improved delivery of each of the Commission’s and the Bureau’s (together, the “Parties”) respective mandates.

The Commission is an administrative tribunal that is responsible for regulating and supervising the Canadian broadcasting and telecommunications systems, based on policy objectives set out in the *Broadcasting Act* and the *Telecommunications Act*. The Commission also has new responsibilities under Canada’s anti-spam legislation.

The Bureau is an independent law enforcement agency that ensures that Canadian businesses and consumers prosper in a competitive and innovative marketplace. Headed by the Commissioner of Competition, the Bureau is responsible for the administration and enforcement of the *Competition Act*, the *Consumer Packaging and Labelling Act*, the *Textile Labelling Act* and the *Precious Metals Marking Act*.

Agreement

The Parties each play an important role in the telecommunications (including unsolicited telecommunications) and broadcasting industries, and establish this Letter of Agreement (the “Agreement”) to enhance their mutual interests and to develop a framework for cooperation to assist in the delivery of their mandates in these sectors. To achieve the purpose of this Agreement, each Party agrees to promote the benefits of, and to encourage, cooperation with the other Party throughout all levels of its organization.

The Parties also agree that, where possible, and subject to their respective confidentiality obligations, they will:


- a) notify the other Party with respect to a review or process under the *Competition Act*, the *Telecommunications Act* or the *Broadcasting Act* that is of significant public importance, where a review or process with respect to the same matter could be carried out by the other Party under its mandate, and exchange timing and other procedural information related to such reviews and processes;
- b) participate in collaborative training exercises and knowledge transfer sessions to increase expertise in areas of mutual interest related to broadcasting and telecommunications;
- c) share information related to best practices, including with respect to international policies and programs, in areas of mutual interest related to broadcasting and telecommunications;
- d) develop an employee exchange program, where the Parties will host an employee from the other for a period of 6 to 12 months; and
- e) meet semi-annually at the senior management level to discuss the items enumerated above and to explore further opportunities for cooperation and collaboration.

Confidentiality

The Parties will not exchange information if doing so would contravene any relevant legislation, policies and/or guidance documents. Each Party will seek to maintain the confidentiality of any information obtained from the other and will notify the other should it receive a request from a third party for disclosure of such information. Neither Party will disclose any confidential information obtained from the other Party to any third parties, without the written consent of the other Party, except as required by law. Where disclosure is required by law, the Party required to disclose the confidential information must give notice to and consult with the other Party on how to protect the interests of any applicable review or process in light of the disclosure requirement. The Party shall give this notice as soon as it becomes aware of the disclosure requirement.

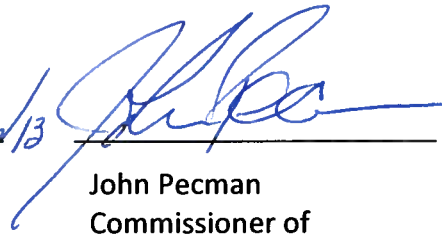
Conclusion

This Agreement will be in effect from the date of signing. Either Party may terminate this Agreement by providing written notice to the other Party at least 30 days in advance. The Agreement may be amended by mutual written agreement of the Parties.



Jean-Pierre Blais
Chairman and Chief
Executive Officer

23 September/13
Date



John Pecman
Commissioner of
Competition

Sept. 23/13
Date