CBC Radio-Canada

Jennifer McGuire <jennifer.mcguire@cbc.ca>

# CBC News Editor's Blog Digest

1 message

**Jennifer McGuire** <jennifer.mcguire@cbc.ca> Wed, Sep 25, 2013 at 4:45 PM
To: ALL CBC NEWS AND CENTRES STAFF <all-cbc-news-and-centres-staff-grp@cbc.ca>
Bcc: Mark Mietkiewicz <mark.mietkiewicz@cbc.ca>

Sept 25, 2013

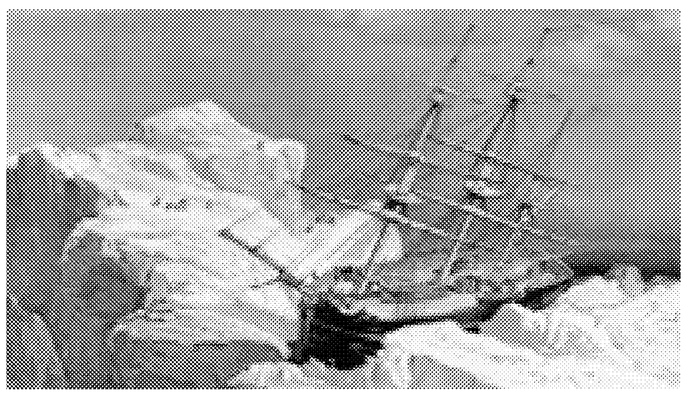
CBCnews

# Editor's Blog

How we work, how we make decisions, how we serve Canadians

## Recent Entries

### The facts about our coverage of the search for Franklin



We find ourselves being asked if we were being paid to do news stories that flattered Parks Canada. The answer to that is an

emphatic NO. We do not get paid to provide coverage. Ever.

### Getting a Fair Deal

### Covering the Ottawa Train-Bus Crash

It was 8:55 in the newsroom on a bright, still September morning. Our assignment editor was getting ready for the daily 9am story

meeting when she noticed a flashing BBM message from a friend. It read "Big crash bus train Woodroffe."
So began our coverage of this tragic event.

### Ruling on CBC's Rob Ford

"Fair dealing" involves what might be considered exemptions to copyright law. Those exemptions include copyrighted material used for purposes of education, private study, reviews of artistic performances, satire, and news reporting.

***Plus entries on:***

**The evolution of the Chelsea / Bradley Manning story**

**The CBC News Parliamentary Bureau**

**Our Digital Mandate**

**Whistleblowers, Journalists and the Public's Right to Know**

## Ruling on CBC's Rob Ford coverage

The Ontario Press Council recently held hearings to investigate how two newspapers covered Toronto Mayor Rob Ford and his family. Well, the CBC Ombudsman issued a report on how we handled that story here at CBC News.

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**Jennifer McGuire**
General Manager and Editor in Chief, CBC News

Follow @jmcguirecbc

# pls print

1 message

**Gino Apponi** <gino.apponi@cbc.ca> Fri, Sep 20, 2013 at 4:12 PM
To: "Pyle, Amanda" <amanda.pyle@cbc.ca>

As the public broadcaster, we're accustomed to being scrutinized very closely. We understand it. In fact, we welcome it. Occasionally, though, people look at us so closely that their view is a just a tad blurry.

A little over a year ago, we were fascinated by a search in the Canadian Arctic for the remains of the lost Franklin Expedition. We decided to see how we could go about covering it. One of our biggest hopes was to send Chief Correspondent Peter Mansbridge to report on the search himself (Peter has been to the North for us many times in recent years, and has a deep and abiding passion for the region).

Covering stories in remote areas like the Canadian north is a huge dedication of time and money and a big logistical challenge. Other broadcasters rarely, if ever, venture there. Parks Canada was behind the search. And after some conversations with them, we struck upa partnership. We would create a joint website on the search. And we'd split some costs to charter a plane trip to this remote area for some of our journalists and some of their staff. We liked that we were able to be fiscally responsible by defraying many of our costs, and we made sure to retain total editorial and creative control over anything that was on the website or in our CBC News programs.

At the end of the day, Parks Canada reimbursed the CBC for their share of the website and their share of the travel costs.

Fast forward to this week, and we find ourselves being asked if we were being paid to do news stories that flattered Parks Canada.

The answer to that is am emphatic NO.

CBC News is determined to uphold the highest possible standards of journalism in every way. We have a very thorough, very public Conflict of Interest Policy ("link") and Journalistic Standards and Practices manual ("link"). And we followed it all in both letter and spirit.

We do not get paid to provide coverage. Ever.

We paid all of our share of the costs to cover this story.

The money sent to us by Parks Canada came in two forms: the agreed-to amount to make that website a reality, and the reimbursement to CBC of costs we had absorbed upfront.

Nobody other than CBC journalists produced, edited or shaped the content we delivered to you.

We're not sure that there's much more for us to say. But all those facts should be pretty clear, both under a microscope and to the naked eye.

CBC Radio-Canada

Gino Apponi <gino.apponi@cbc.ca>

# PARKS BLOG POST

2 messages

**Gino Apponi** <gino.apponi@cbc.ca> Fri, Sep 20, 2013 at 2:34 PM
To: Jack Nagler <jack.nagler@cbc.ca>

Hi there,
TVA is now calling Chuck. I assume the major papers may soon be on it.
I think we need to be more proactive and clarify the facts on our own blog about the stories that are being picked up....let's discuss. My idea is to keep it simple and address all the points (after a brief set up). One by one..perhaps with more context.. Something like....

Facts about our coverage of the Search for Franklin

(Preamble/context)

5.

6.

Any other thoughts?....let's discuss.

G

**Gino Apponi** <gino.apponi@cbc.ca> Fri, Sep 20, 2013 at 2:45 PM
To: Jennifer McGuire <jennifer.mcguire@cbc.ca>

FYI
Chuck is fine with this approach...in addition to specifically contacting Huff Post for a correction.
Another thing to discuss at 4.
G

[Quoted text hidden]

# HuffPost

1 message

**Gino Apponi** <gino.apponi@cbc.ca> Fri, Sep 20, 2013 at 10:18 AM
To: Jonathan Whitten <jonathan.whitten@cbc.ca>, Joanne McPherson <joanne.mcpherson@cbc.ca>, Chuck Thompson <chuck.thompson@cbc.ca>, Jennifer McGuire <jennifer.mcguire@cbc.ca>

http://www.huffingtonpost.ca/2013/09/19/cbc-parks-canada-franklin_n_3958545.html?utm_hp_ref=canada

CBC Radio-Canada

Gino Apponi <gino.apponi@cbc.ca>

# Fwd: Today's article

1 message

**Gino Apponi** <gino.apponi@cbc.ca> Thu, Sep 19, 2013 at 12:46 PM
To: Jennifer McGuire <jennifer.mcguire@cbc.ca>

---------- Forwarded message ----------
From:
Date: Thu, Sep 19, 2013 at 12:37 PM
Subject: Today's article
To: Gino Apponi <gino.apponi@cbc.ca>, jonathan.whitten@cbc.ca, Chuck Thompson <chuck.thompson@cbc.ca>

## No Money, "No Problem"

Parks Canada cut actual parks funding 11 percent even as it secretly paid CBC News $94,734 for "fantastic media coverage" of its work, according to documents.

Accounts tabled in Parliament indicate at the same time the agency cut parks funding to the lowest level in six years, managers concluded they "may have some funds" to fly CBC anchorman Peter Mansbridge to the Nunavut coast for a TV special.

CBC executives refused comment.

In a confidential cash-for-news agreement, Parks Canada paid CBC News and arranged to put Coast Guard vessels including the icebreaker *Sir Wilfrid Laurier* at the network's disposal. In exchange, the network agreed to broadcast coverage of the agency's failed 2012 search for two historic Arctic shipwrecks.

Through the summer of 2012, even as funding for national parks was cut across Canada, department staff approved an initial $74,734 payment to the CBC – then okayed an additional $20,000 when the network complained that flying Mansbridge to the Arctic was too expensive.

"At this point we have no charter to get Mansbridge & crew to the ship," a network executive emailed Parks Canada staff on Aug. 19, 2012; "It's prohibitive, more than $20,000."

"No problem," replied Parks communications advisor Keri Spink: "There should be no problem facilitating this, especially for the specific opportunity".

"Our desire is to have CBC personnel do live coverage with Peter Mansbridge with some time spent on the (research vessel) *Bergmann* and the *Sir Wilfrid Laurier*, which would offer fantastic media coverage," parks staff wrote in an Aug. 6 memo.

Mansbridge and a CBC crew were flown to the search site at Parks Canada's expense, and subsequently broadcast a series of TV stories on the agency's project as stipulated in the *Administrative Agreement*.

Environment Minister Leona Aglukkaq, responsible for the parks agency, declined comment. "There is nothing 'confidential' about the payment," said Jennifer Kennedy, the minister's director of communications.

However, terms of the *Administrative Agreement* that spelled out the cash payments state: "The Parties will keep

confidential information provided to each other…including the contents of this *Administrative Agreement*." The contract was released through the *Access to Information Act*.

Funding for national parks totaled $228.7 million last year, an eleven percent reduction from 2011. Parliamentary accounts indicate the agency contemplates more funding cuts next year to nine national parks, including:

British Columbia's Gwaii Haanas National Park (to be cut 39% in 2014 to $3.7 million);

B.C.'s Mount Revelstoke National Park (cut 3 percent to $5.8 million);

Wood Buffalo National Park of Alberta (cut 47 percent to $7.1 million);

Jasper National Park of Alberta (cut 5% to $18.3 million);

Riding Mountain National Park of Manitoba (cut 31 percent to $9.1 million);

Mingan Archipelago in Québec (cut 29% to $3.1 million);

Forillon National Park in Québec (cut 7 percent to $4.8 million);

Fundy National Park of New Brunswick (cut 2 percent to $6.3 million);

Torngat Mountains National Park of Nfld. & Labrador (cut 15 percent to $8.4 million).

Parks Canada managers refused *Blacklock's i*nterview request.

By Tom Korski [photo CBC]

CBC Radio-Canada

Jennifer McGuire <jennifer.mcguire@cbc.ca>

# Fwd: CBC and Parks Canada agreement for Franklin Expedition reporting

1 message

**Chuck Thompson** <chuck.thompson@cbc.ca> Wed, Sep 25, 2013 at 2:30 PM
To: Gino Apponi <gino.apponi@cbc.ca>, "McGuire, Jennifer" <jennifer.mcguire@cbc.ca>

I'll pop down...

Chuck Thompson
Head of Media Relations
CBC English Services
416-205-3747
416-509-3315 (cell)

---------- Forwarded message ----------
From: **France Belisle** <france.belisle@radio-canada.ca>
Date: Wed, Sep 25, 2013 at 1:50 PM
Subject: Re: CBC and Parks Canada agreement for Franklin Expedition reporting
To:

Bonjour
My colleague Chuck Thompson is the contact person.
I will forward him your email.
Have a good day,
France

France Belisle
Chef, Relations avec les médias et Gestion des enjeux/ Manager, Media Relations and Issues Management
france.belisle@radio-canada.ca
cell: 613.301.0552
bur: 613.288.6039

2013/9/25

Sorry to bother you, but I am a reporter with the National Post writing a story on the ATIP documents, first requested by Blacklock's Reporter in Ottawa, showing that CBC accepted a $65,000 payment from Parks Canada as part of an agreement to cover the 2012 search for the remnants of the Franklin Expedition.

If you receive this message before 6 p.m. ET, would I be able to ask the following questions?

- The argument has been made that Parks Canada was merely reimbursing expenses incurred by CBC, although the documents refer to the $65,000 figure as a payment for "services" on which GST was charged. Why was the money accepted as a "service" charge?
- Although it seems likely that CBC would have reported on the story nonetheless (as the network has done in previous years), had this contract not existed would CBC have relied simply on reports from correspondent David Common, rather than dispatching Peter Mansbridge to the Arctic?
- The contract struck between CBC and Parks Canada refers to how the agreement was made "within government" in order to increase efficiency. In this case, did Parks Canada see CBC as another branch of

government? From the contract:

  - *Through collaboration, CBC and Parks Canada can reduce their costs by efficiently using resources **within government** to improve planning and execution of their communications with the goal of ultimate delivering greater value to Canadians.*
- Is it common practice for CBC to accept cash payments from partners in order to reimburse expenses? For instance, while it is customary for news agencies to accept a free plane ride or a free icebreaker berth in order to report a story, does CBC make it a policy of accepting cash reimbursements when it is easier to do so?
- Does CBC ever contract out its services? I'm not insinuating that CBC "sells" news stories, but could an outside firm hire CBC as a consultant on a broadcasting or online project?

Any information you could provide would be much appreciated,

Regards,
--

## Franklin article

3 messages

**Gino Apponi** <gino.apponi@cbc.ca> Wed, Sep 18, 2013 at 4:27 PM
To: Jennifer McGuire <jennifer.mcguire@cbc.ca>

# Cash For News At The CBC: "I'd Love To Get Together"

Parks Canada paid more than $94,000 to the CBC and put an icebreaker at the broadcaster's disposal for "excellent" of a Parks Canada story by anchorman Peter Mansbridge and other staff, documents show.

CBC executives signed a 2012 confidential agreement with Parks Canada for "segments for nightly news" and other TV coverage of a Parks project, according to newly-released records. In exchange, the network received a $74,734 lump payment with tax; an additional $20,000 for charter flights; and privileged use of Coast Guard vessels including the icebreaker *Sir Wilfrid Laurier*, at no cost.

The *Laurier's* captain, Bill Noon was "very flexible in trying to work around ship operations and CBC needs," according to a June 13, 2012 Parks memo. The CBC later profiled Captain Noon in a tribute, and hosted a website "live chat" with the ship's officer and reporter David Common.

CBC management did not return *Blacklock's* calls. Parks Canada executives also declined an interview.

Files released through *Access to Information* document the lengths Parks Canada went in arranging coverage of its failed search for two Arctic shipwrecks, HMS *Erebus* and HMS *Terror*, from the 1845

Franklin expedition. Government researchers have tried unsuccessfully to find the wrecks for the past five years.

"CBC has indicated that they would like to launch their Fall season and do a live broadcast with Peter Mansbridge," a Parks Canada communications advisor, Keri Spinks, wrote in an Aug. 6, 2012 memo to staff; "This is the opportune time to get excellent and substantial coverage."

In a secret *Administrative Agreement* the network agreed to cover the story in exchange for cash and exclusive rights: "Parks Canada will provide access to search vessels along with media and other information. CBC will provide news coverage on various platforms."

In a separate memo Parks Canada staff said the arrangement "would offer fantastic media coverage" with Mansbridge, who expressed enthusiasm for the venture.

"I'd love to get together," Mansbridge wrote Parks Canada's vice-president of external relations, Andrew Campbell. "We would love to meet," Campbell replied; "Parks Canada would like to meet with you to discuss our communications approach especially as it relates to a documentary."

In a separate memo, Campbell outlined for staff the extraordinary steps to be taken to accommodate the CBC: "A Department of Fisheries and Oceans communications lead will be aboard the Canadian Coast Guard vessel during the presence of the CBC crew to act as liaison between CBC and all supernumeraries aboard the vessel. This will facilitate the needs of CBC with respect to filming and interviewing opportunities…The captain of the research vessel *Martin Bergmann* will act as the liaison between CBC and the survey crew to facilitate filming and interviewing opportunities…all CBC personnel embarking on the Canadian Coast Guard vessel will obtain Security Clearances, with Parks Canada coordinating this requirement through DFO (Department of Fisheries & Oceans)."

When CBC management complained of the cost of charter flights to ferry Mansbridge and his crew between photo locations – "It's prohibitive, more than $20,000", one network executive wrote – government staff agreed to make travel

arrangements for the anchorman: “There should be no problem facilitating this.”

Mansbridge and CBC News reporters subsequently covered the Arctic expedition in detail but failed to divulge the terms of payments in exchange for news.

*Blacklock’s*

tried to obtain comment from Joanne McPherson, managing editor, CBC English Network Television News; and Jennifer McGuire, editor-in-chief of CBC News. Both executives were signatories to the confidential Administrative Agreement.

Leona Aglukkaq, newly-appointed environment minister responsible for Parks Canada, also declined comment.

By Tom Korski

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**Gino Apponi** <gino.apponi@cbc.ca> Wed, Sep 18, 2013 at 10:13 PM
To: Jennifer McGuire <jennifer.mcguire@cbc.ca>
Cc: Amanda Pyle <amanda.pyle@cbc.ca>

You were.... Amanda forwarded to me... That's how it started.

On 2013-09-18, at 9:49 PM, Jennifer McGuire <jennifer.mcguire@cbc.ca> wrote:

> I was never contacted.
>
> Begin forwarded message:
>
> > **From:** Gino Apponi <gino.apponi@cbc.ca>
> > **Date:** 18 September, 2013 4:27:27 PM EDT
> > **To:** Jennifer McGuire <jennifer.mcguire@cbc.ca>
> > **Subject: Franklin article**
>
> [Quoted text hidden]

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**Gino Apponi** <gino.apponi@cbc.ca> Thu, Sep 19, 2013 at 6:38 AM
To: Chuck Thompson <chuck.thompson@cbc.ca>

He did contact Jennifer she did not know it because Amanda took it.

On 2013-09-18, at 10:51 PM, Chuck Thompson <chuck.thompson@cbc.ca> wrote:

> Ok, I'll follow up with him in an email. He did correct his original post regarding the claim 'News management turned down interview requests' after I called him today. Now he needs to address this point.
>
> Sent from my BlackBerry 10 smartphone on the Rogers network.
>
> **From:** Jennifer McGuire
> **Sent:** Wednesday, September 18, 2013 9:49 PM
> **To:** Chuck Thompson; Gino Apponi; Amanda Pyle
> **Reply To:** Jennifer McGuire

**Subject:** Fwd: Franklin article

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I was never contacted.

Begin forwarded message:

> **From:** Gino Apponi <gino.apponi@cbc.ca>
> **Date:** 18 September, 2013 4:27:27 PM EDT
> **To:** Jennifer McGuire <jennifer.mcguire@cbc.ca>
> **Subject: Franklin article**

[Quoted text hidden]

CBC Radio-Canada

Jennifer McGuire <jennifer.mcguire@cbc.ca>

# Re: This was the final version I sent ...modified from the original

1 message

**Jennifer McGuire** <jennifer.mcguire@cbc.ca> Thu, Sep 19, 2013 at 4:02 PM
To: Chuck Thompson <chuck.thompson@cbc.ca>

Good

On Thu, Sep 19, 2013 at 3:52 PM, Chuck Thompson <chuck.thompson@cbc.ca> wrote:

1. Is this 2012 agreement with Parks Canada the only one in which Parks Canada paid CBC?
The only one, and for the record, it was a partnership with Parks Canada. They helped us gain access to locations and facilities in a remote part of the country that we could otherwise not have accessed to tell a great Canadian story.

2. Was CBC paid by Parks Canada or any other government department or agency when reporters and others were sent to cover the search for the Franklin in 2013?
CBC News was going to tell this story irrespective of their financial involvement. To be clear, Parks Canada had no say in any of our content on any platform and that is clearly spelled out in the agreement.

3. Was payment made by Parks Canada or any other government department or agency regarding coverage in the north in other years?
No.

4. How often does CBC accept payment in agreements that include news coverage?
Never. Parks Canada, nor any other government department, pays CBC News for coverage.

5. What other groups have paid for coverage from CBC?
None.

6. Given that the Broadcasting Act section at 3 (1) (m) (iii) states that CBC's mandate is to "reflect Canada and its regions to national and regional audiences, while serving the special needs of those regions," is this not a case of CBC being paid by another government department to perform tasks that should be covered by the annual subsidy or in CBC terms Parliamentary appropriation?

As I've said, CBC News was going to tell this story whether or not Parks Canada wanted to get involved; their contribution was about helping CBC News gain access to a remote part of Canada to tell a great story.

Chuck Thompson
Head of Media Relations
CBC English Services
416-205-3747

416-509-3315 (cell)

Forwarded message ----------
From: **Chuck Thompson** <chuck.thompson@cbc.ca>
Date: 30 September 2013 07:35
Subject: Monday update
To: "Agnew, John" <john.agnew@cbc.ca>, "Bertrand, John" <john.bertrand@cbc.ca>, "Bissett, Carolyn" <carolyn.bissett@cbc.ca>, "Boyce, Chris" <chris.boyce@cbc.ca>, "Boyd, Barbara" <barbara.boyd@cbc.ca>, Bridget Hoffer <bridget.hoffer@cbc.ca>, "Carbonneau, Chantal" <chantal.carbonneau@radio-canada.ca>, "Catto, Sally" <sally.catto@cbc.ca>, "Chambers, Bill" <bill.chambers@cbc.ca>, "CHAN, JEANNE" <jeanne.chan@cbc.ca>, CHRIS BALL <chris.ball@cbc.ca>, Christine Wilson <christine.wilson@cbc.ca>, "Dark, Alan" <alan.dark@cbc.ca>, David Demchuk <david.demchuk@cbc.ca>, David Jang <david.jang@cbc.ca>, David Masse <david.masse@cbc.ca>, David Oille <David.Oille@cbc.ca>, "Dettman, Jennifer" <jennifer.dettman@cbc.ca>, "DOYLE, CHRISTOPHER" <christopher.doyle@cbc.ca>, "Dube, Marco" <marco.dube@radio-canada.ca>, "Dyer, Heaton" <heaton.dyer@cbc.ca>, France Belisle <france.belisle@radio-canada.ca>, "Fraser, Alison" <alison.fraser@cbc.ca>, Fred Mattocks <fred.mattocks@cbc.ca>, "GABOURY, JACQUES" <jacques.gaboury@cbc.ca>, Gino Apponi <gino.apponi@cbc.ca>, "Groen, Linda" <linda.groen@cbc.ca>,
Jane Anido <jane.anido@cbc.ca>, Jonathan Whitten <jonathan.whitten@cbc.ca>, Julie McCambley <julie.mccambley@cbc.ca>, "Knapp, Tim" <tim.knapp@cbc.ca>, "Lang, Jennifer" <jennifer.lang@cbc.ca>, "Lea, Elizabeth" <elizabeth.lea@cbc.ca>, Lisa Clarkson <lisa.clarkson@cbc.ca>, Liz Hughes <liz.hughes@cbc.ca>, "Marjetti, Susan" <susan.marjetti@cbc.ca>, Mark Starowicz <mark.starowicz@cbc.ca>, Martine Menard <martine.menard@cbc.ca>, "MCCANN, HILARY" <hilary.mccann@cbc.ca>, "McGuire, Jennifer" <jennifer.mcguire@cbc.ca>, "MCKINNON, ANGUS" <angus.mckinnon@cbc.ca>, "MCLAUGHLIN, DEBRA" <debra.mclaughlin@cbc.ca>, "Michel, Johnny" <johnny.michel@cbc.ca>, "Montminy, Pascale" <pascale.montminy@radio-canada.ca>, NADIA FLAIM <nadia.flaim@cbc.ca>, Nancy Boyle <nancy.boyle@cbc.ca>, Neil McEneaney <neil.mceneaney@cbc.ca>, "OUELLETTE, RON" <ron.ouellette@cbc.ca>, Patricia Pleszczynska <patricia.pleszczynska@radio-canada.ca>, "Payan, Kevin" <kevin.payan@cbc.ca>, "Piercey, Judy" <judy.piercey@cbc.ca>, Roger Belanger <roger.belanger@cbc.ca>, Sarah Carney <sarah.carney@cbc.ca>, Shaun Poulter <shaun.poulter@cbc.ca>, Shelagh Kinch <shelagh.kinch@radio-canada.ca>, "Spencer, Todd" <todd.spencer@cbc.ca>, "Stein, Janice" <janice.stein@cbc.ca>, "Steinmetz, Mark" <mark.steinmetz@cbc.ca>, "Straw, Chris" <chris.straw@cbc.ca>, Sue Dando <sue.dando@cbc.ca>, "Thadani-Anthony, Serena" <serena.thadani-anthony@cbc.ca>, Trevor Pilling <trevor.pilling@cbc.ca>, "Troyer, Jill" <jill.troyer@cbc.ca>, "Weissent, Trevor" <trevor.weissent@cbc.ca>, "Wilson, Denise" <denise.wilson@cbc.ca>, "WIMBS, JOHN" <john.wimbs@cbc.ca>, "YOUNG, AMANDA" <amanda.young@cbc.ca>

Good morning,

In case you missed it over the weekend, Steve Ladurantaye and Steve Chase collaborated on a profile of Heather Conway in Saturday's Globe...two parts to their on line story:

http://m.theglobeandmail.com/news/national/heather-conway-on-leadership-tv-shows-and-her-new-cbc-gig/article14587891/?service=mobile#!/

http://m.theglobeandmail.com/news/national/conway-joins-cbc-at-transformative-time-for-public-broadcaster/article14587921/?service=mobile#!/

Greg David from The Loop reports on what's in store for 'Cracked' this season:
http://www.theloop.ca/showbiz/tv-guide/news/article/-/a/2773346/-Cracked-CBC-s-psych-drama-heads-in-a-new-direction

J-source has Jen McGuire's recent blog post giving background and context for the Franklin Expedition coverage:
http://j-source.ca/article/cbc-denies-accepting-money-parks-canada-exchange-positive-stories?utm_source=CJF+Programs+Newsletters&utm_campaign=eca67a1bd3-2012_09_269_24_2013&utm_medium=email&utm_term=0_af798ac7be-eca67a1bd3-211357977

As you'll read and watch here, Ezra Levant doesn't hold back while reflecting on comments David Suzuki made last week during an interview in Australia:
http://www.sunnewsnetwork.ca/sunnews/straighttalk/archives/2013/09/20130929-074617.html

And that's it,
Chuck

Chuck Thompson
Head of Media Relations
CBC English Services
416-205-3747
416-509-3315 (cell)

--
Chris Ball
Senior Manager, Media Relations
CBC English Services
p: 416-205-7831
e: chris.ball@cbc.ca
Twitter: @chrisjballCBC
Visit: www.cbc.ca

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Forwarded message ----------
From: **Chuck Thompson** <chuck.thompson@cbc.ca>
Date: 24 September 2013 07:42
Subject: Tuesday update
To: "Agnew, John" <john.agnew@cbc.ca>, "Bertrand, John" <john.bertrand@cbc.ca>, "Bissett, Carolyn" <carolyn.bissett@cbc.ca>, "Boyce, Chris" <chris.boyce@cbc.ca>, "Boyd, Barbara" <barbara.boyd@cbc.ca>, Bridget Hoffer <bridget.hoffer@cbc.ca>, "Carbonneau, Chantal" <chantal.carbonneau@radio-canada.ca>, "Catto, Sally" <sally.catto@cbc.ca>, "Chambers, Bill" <bill.chambers@cbc.ca>, "CHAN, JEANNE" <jeanne.chan@cbc.ca>, CHRIS BALL <chris.ball@cbc.ca>, Christine Wilson <christine.wilson@cbc.ca>, "Dark, Alan" <alan.dark@cbc.ca>, David Demchuk <david.demchuk@cbc.ca>, David Jang <david.jang@cbc.ca>, David Masse <david.masse@cbc.ca>, David Oille <David.Oille@cbc.ca>, "Dettman, Jennifer" <jennifer.dettman@cbc.ca>, "DOYLE, CHRISTOPHER" <christopher.doyle@cbc.ca>, "Dube, Marco" <marco.dube@radio-canada.ca>, "Dyer, Heaton" <heaton.dyer@cbc.ca>, France Belisle <france.belisle@radio-canada.ca>, "Fraser, Alison" <alison.fraser@cbc.ca>, Fred Mattocks <fred.mattocks@cbc.ca>, "GABOURY, JACQUES" <jacques.gaboury@cbc.ca>, Gino Apponi <gino.apponi@cbc.ca>, "Groen, Linda" <linda.groen@cbc.ca>, Jane Anido <jane.anido@cbc.ca>, Jonathan Whitten <jonathan.whitten@cbc.ca>, "Knapp, Tim" <tim.knapp@cbc.ca>, "Lang, Jennifer" <jennifer.lang@cbc.ca>, "Lea, Elizabeth" <elizabeth.lea@cbc.ca>, Lisa Clarkson <lisa.clarkson@cbc.ca>, Liz Hughes <liz.hughes@cbc.ca>, "Marjetti, Susan" <susan.marjetti@cbc.ca>, Mark Starowicz <mark.starowicz@cbc.ca>, Martine Menard <martine.menard@cbc.ca>, "MCCANN, HILARY" <hilary.mccann@cbc.ca>, "McGuire, Jennifer" <jennifer.mcguire@cbc.ca>, "MCKINNON, ANGUS" <angus.mckinnon@cbc.ca>, "MCLAUGHLIN, DEBRA" <debra.mclaughlin@cbc.ca>, "Michel, Johnny" <johnny.michel@cbc.ca>, "Montminy, Pascale" <pascale.montminy@radio-canada.ca>, NADIA FLAIM <nadia.flaim@cbc.ca>, Nancy Boyle <nancy.boyle@cbc.ca>, Neil McEneaney <neil.mceneaney@cbc.ca>, "OUELLETTE, RON" <ron.ouellette@cbc.ca>, Patricia Pleszczynska <patricia.pleszczynska@radio-canada.ca>, "Payan, Kevin" <kevin.payan@cbc.ca>, "Piercey, Judy" <judy.piercey@cbc.ca>, Roger Belanger <roger.belanger@cbc.ca>, Sarah Carney <sarah.carney@cbc.ca>, Shaun Poulter <shaun.poulter@cbc.ca>, Shelagh Kinch <shelagh.kinch@radio-canada.ca>, "Spencer, Todd" <todd.spencer@cbc.ca>, "Stein, Janice" <janice.stein@cbc.ca>, "Steinmetz, Mark" <mark.steinmetz@cbc.ca>, "Straw, Chris" <chris.straw@cbc.ca>, Sue Dando <sue.dando@cbc.ca>, "Thadani-Anthony, Serena" <serena.thadani-anthony@cbc.ca>, Trevor Pilling <trevor.pilling@cbc.ca>, "Troyer, Jill" <jill.troyer@cbc.ca>, "Weissent, Trevor" <trevor.weissent@cbc.ca>, "Wilson, Denise" <denise.wilson@cbc.ca>, "WIMBS, JOHN" <john.wimbs@cbc.ca>, "YOUNG, AMANDA" <amanda.young@cbc.ca>

Good morning,

Two more stories today from Sunday's BOTB's kick off show...CP and the Toronto Star respectively:
http://www.winnipegfreepress.com/arts-and-life/entertainment/TV/cbc-tvs-battle-of-the-blades-to-begin-with-rocknroll-kickoff-224904212.html?device=mobile

http://www.thestar.com/entertainment/visualarts/2013/09/23/battle_of_the_blades_reveals_its_season_4_pairs.html

Maclean's blog post from Jesse Brown on the Franklin Expedition and CBC:
http://www2.macleans.ca/2013/09/23/what-exactly-did-parks-canada-secretly-pay-the-cbc-65000-for/

CBC Radio One's Saskatoon morning show team is all set for their Thursday debut:
http://www.broadcastermagazine.com/news/cbc-radio-ones-saskatoon-morning-to-make-on-air-debut/1002613080/

That's it,
Chuck

Chuck Thompson
Head of Media Relations
CBC English Services
416-205-3747
416-509-3315 (cell)

--
Chris Ball
Senior Manager, Media Relations
CBC English Services
p: 416-205-7831
e: chris.ball@cbc.ca
Twitter: @chrisjballCBC
Visit: www.cbc.ca

***Help us conserve paper and save some trees...Please think twice before printing this e-mail****
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---------- Forwarded message ----------
From: **Chuck Thompson** <chuck.thompson@cbc.ca>
Date: 23 September 2013 14:28
Subject: Fwd: Link from Twitter
To: Neil McEneaney <neil.mceneaney@cbc.ca>, Shaun Poulter <shaun.poulter@cbc.ca>, Martine Menard <martine.menard@cbc.ca>, "Chambers, Bill" <bill.chambers@cbc.ca>, FIONA CONWAY <fiona.conway@cbc.ca>, Chris Ball <chris.ball@cbc.ca>

More on Franklin...
Chuck Thompson
Head of Media Relations
CBC English Services
416-205-3747
416-509-3315 (cell)

---------- Forwarded message ----------
From: **G Apponi** <
Date: Mon, Sep 23, 2013 at 2:09 PM
Subject: Link from Twitter
To: Chuck Thompson <chuck.thompson@cbc.ca>, Jonathan Whitten <jonathan.whitten@cbc.ca>, Joanne McPherson <joanne.mcpherson@cbc.ca>, Jennifer McGuire <jennifer.mcguire@cbc.ca>

www2.macleans.ca/2013/09/23/what-exactly-did-parks-canada-secretly-pay-the-cbc-65000-for

Download the official Twitter app here

--
Chris Ball
Senior Manager, Media Relations
CBC English Services
p: 416-205-7831
e: chris.ball@cbc.ca
Twitter: @chrisjballCBC
Visit: www.cbc.ca

***Help us conserve paper and save some trees...Please think twice before printing this e-mail****
---

The content of this e-mail is confidential and is intended for the exclusive use of the addressee. Any other person is strictly prohibited from disclosing, distributing or reproducing

Forwarded message ----------
From: **Chuck Thompson** <chuck.thompson@cbc.ca>
Date: 20 September 2013 15:57
Subject: Friday updated...Brian Lilley on Franklin expedition
To: "Agnew, John" <john.agnew@cbc.ca>, "Bertrand, John" <john.bertrand@cbc.ca>, "Bissett, Carolyn" <carolyn.bissett@cbc.ca>, "Boyce, Chris" <chris.boyce@cbc.ca>, "Boyd, Barbara" <barbara.boyd@cbc.ca>, Bridget Hoffer <bridget.hoffer@cbc.ca>, "Carbonneau, Chantal" <chantal.carbonneau@radio-canada.ca>, "Catto, Sally" <sally.catto@cbc.ca>, "Chambers, Bill" <bill.chambers@cbc.ca>, "CHAN, JEANNE" <jeanne.chan@cbc.ca>, CHRIS BALL <chris.ball@cbc.ca>, Christine Wilson <christine.wilson@cbc.ca>, "Dark, Alan" <alan.dark@cbc.ca>, David Demchuk <david.demchuk@cbc.ca>, David Masse <david.masse@cbc.ca>, David Oille <David.Oille@cbc.ca>, "Dettman, Jennifer" <jennifer.dettman@cbc.ca>, "DOYLE, CHRISTOPHER" <christopher.doyle@cbc.ca>, "Dube, Marco" <marco.dube@radio-canada.ca>, "Dyer, Heaton" <heaton.dyer@cbc.ca>, France Belisle <france.belisle@radio-canada.ca>, "Fraser, Alison" <alison.fraser@cbc.ca>, Fred Mattocks <fred.mattocks@cbc.ca>, "GABOURY, JACQUES" <jacques.gaboury@cbc.ca>, "Groen, Linda" <linda.groen@cbc.ca>, Jane Anido <jane.anido@cbc.ca>, Jonathan Whitten <jonathan.whitten@cbc.ca>, Julie Bristow <julie.bristow@cbc.ca>, "Knapp, Tim" <tim.knapp@cbc.ca>, "Lang, Jennifer" <jennifer.lang@cbc.ca>, "Lea, Elizabeth" <elizabeth.lea@cbc.ca>, Lisa Clarkson <lisa.clarkson@cbc.ca>, Liz Hughes <liz.hughes@cbc.ca>, "Marjetti, Susan" <susan.marjetti@cbc.ca>, Mark Starowicz <mark.starowicz@cbc.ca>, Mary-Jo Osborn <mary-jo.osborn@cbc.ca>, "MCCANN, HILARY" <hilary.mccann@cbc.ca>, "McGuire, Jennifer" <jennifer.mcguire@cbc.ca>, "MCKINNON, ANGUS" <angus.mckinnon@cbc.ca>, "MCLAUGHLIN, DEBRA" <debra.mclaughlin@cbc.ca>, "Michel, Johnny" <johnny.michel@cbc.ca>, "Montminy, Pascale" <pascale.montminy@radio-canada.ca>, NADIA FLAIM <nadia.flaim@cbc.ca>, Nancy Boyle <nancy.boyle@cbc.ca>, Neil McEneaney <neil.mceneaney@cbc.ca>, "OUELLETTE, RON" <ron.ouellette@cbc.ca>, Patricia Pleszczynska <patricia.pleszczynska@radio-canada.ca>, "Payan, Kevin" <kevin.payan@cbc.ca>, "Piercey, Judy" <judy.piercey@cbc.ca>, Roger Belanger <roger.belanger@cbc.ca>, Sarah Carney <sarah.carney@cbc.ca>, Shaun Poulter <shaun.poulter@cbc.ca>, Shelagh Kinch <shelagh.kinch@radio-canada.ca>, "Spencer, Todd" <todd.spencer@cbc.ca>, "Stein, Janice" <janice.stein@cbc.ca>, "Steinmetz, Mark" <mark.steinmetz@cbc.ca>, "Straw, Chris" <chris.straw@cbc.ca>, Sue Dando <sue.dando@cbc.ca>, "Thadani-Anthony, Serena" <serena.thadani-anthony@cbc.ca>, Trevor Pilling <trevor.pilling@cbc.ca>, "Troyer, Jill" <jill.troyer@cbc.ca>, VICKI GIANNACE <vicki.giannace@cbc.ca>, "Weissent, Trevor" <trevor.weissent@cbc.ca>, "Wilson, Denise" <denise.wilson@cbc.ca>, "WIMBS, JOHN" <john.wimbs@cbc.ca>, "YOUNG, AMANDA" <amanda.young@cbc.ca>, "Jang, David" <david.jang@cbc.ca>

http://www.torontosun.com/2013/09/20/parks-canada-paid-cbc-for-coverage-of-franklin-search

Chuck Thompson
Head of Media Relations
CBC English Services
416-205-3747
416-509-3315 (cell)

--
Chris Ball
Senior Manager, Media Relations
CBC English Services
p: 416-205-7831
e: chris.ball@cbc.ca
Twitter: @chrisjballCBC
Visit: www.cbc.ca

Forwarded message ----------
From: **Chuck Thompson** <chuck.thompson@cbc.ca>
Date: 18 September 2013 16:20
Subject: Fwd: Informal Request
To: "Lang, Jennifer" <jennifer.lang@cbc.ca>, Nicole Durrant <nicole.durrant@cbc.ca>, Jeanne Chan <jeanne.chan@cbc.ca>
Cc: Chris Ball <chris.ball@cbc.ca>

FYI
Chuck Thompson
Head of Media Relations
CBC English Services
416-205-3747
416-509-3315 (cell)

---------- Forwarded message ----------
From: **Michel Hachey** <michel.hachey@radio-canada.ca>
Date: Wed, Sep 18, 2013 at 4:16 PM
Subject: Fwd: Informal Request
To: Chuck Thompson <chuck.thompson@cbc.ca>

FYI, Chuck.

MH.

---------- Forwarded message ----------
From: **PETER HULL** <peter.hull@cbc.ca>
Date: Wed, Sep 18, 2013 at 3:00 PM
Subject: Informal Request
To: Martine Menard <martine.menard@cbc.ca>
Cc: Chantal Amand <chantal.amand@cbc.ca>, Yasmin Nissim <yasmin.nissim@cbc.ca>, PATRISHA RINGUETTE <patrisha.ringuette@cbc.ca>

Martine,

Per usual practice this is to advise that we received and answered an informal request earlier today for records released previously by the Corporation in answer to the following formal ATI request:

**A-2012-00085**

*Documents surrounding CBC's arrangement with Parks Canada for services re. Franklin Expedition coverage. I am specifically looking for funds paid by Parks Canada to CBC.*
*Clarification made by phone on September 21, 2012 between the requester and Chantal Amand:*
*I called the requester and clarified that he is specifically looking for the final document (should it exist) where CBC and Parks Canada set the arrangement or exchange of funds and/or activities to be carried out between both for the said expedition.*

Chantal and Yasmin, Info

Patrisha, Thank you

—
Michel Hachey
Advisor, Media Relations and Issues Management
Conseiller, Relations avec les médias et gestion des enjeux
CBC/Radio-Canada

(613) 288-6335

Forwarded message ----------
From: **Chuck Thompson** <chuck.thompson@cbc.ca>
Date: 18 September 2013 13:59
Subject: Fw: article
To: CHRIS BALL <chris.ball@cbc.ca>

Sent from my BlackBerry 10 smartphone on the Rogers network.

**From:** Joanne McPherson
**Sent:** Wednesday, September 18, 2013 1:27 PM
**To:** chuck.thompson@cbc.ca; gino.apponi@cbc.ca; jonathan.whitten@cbc.ca
**Reply To:** Joanne McPherson
**Subject:** Fwd: article

---------- Forwarded message ----------
From:
Date: Wed, Sep 18, 2013 at 1:10 PM
Subject: article
To:

Hi
as discussed

# Cash For News At The CBC: "I'd Love To Get Together"

Parks Canada paid more than $94,000 to the CBC and put an icebreaker at the broadcaster's disposal for "excellent" of a Parks Canada story by anchorman Peter Mansbridge and other staff, documents show.

CBC executives signed a 2012 confidential agreement with Parks Canada for "segments for nightly news" and other TV coverage of a Parks project, according to newly-released records. In exchange, the network received a $74,734 lump payment with tax; an additional $20,000 for charter flights; and privileged use of Coast Guard vessels including the icebreaker *Sir Wilfrid Laurier*, at no cost.

The *Laurier's* captain, Bill Noon was "very flexible in trying to work around ship operations and CBC needs," according to a June 13, 2012 Parks memo. The CBC later profiled Captain Noon in a tribute, and hosted a website "live chat" with the ship's officer and reporter David Common.

CBC management did not return *Blacklock's* calls. Parks Canada executives also declined an interview.

Files released through *Access to Information* document the lengths Parks Canada went in arranging coverage of its failed search for two Arctic shipwrecks, HMS *Erebus* and HMS *Terror*, from the 1845

Franklin expedition. Government researchers have tried unsuccessfully to find the wrecks for the past five years.

"CBC has indicated that they would like to launch their Fall season and do a live broadcast with Peter Mansbridge," a Parks Canada communications advisor, Keri Spinks, wrote in an Aug. 6, 2012 memo to staff; "This is the opportune time to get excellent and substantial coverage."

In a secret *Administrative Agreement* the network agreed to cover the story in exchange for cash and exclusive rights: "Parks Canada will provide access to search vessels along with media and other information. CBC will provide news coverage on various platforms."

In a separate memo Parks Canada staff said the arrangement "would offer fantastic media coverage" with Mansbridge, who expressed enthusiasm for the venture.

"I'd love to get together," Mansbridge wrote Parks Canada's vice-president of external relations, Andrew Campbell. "We would love to meet," Campbell replied; "Parks Canada would like to meet with you to discuss our communications approach especially as it relates to a documentary."

In a separate memo, Campbell outlined for staff the extraordinary steps to be taken to accommodate the CBC: "A Department of Fisheries and Oceans communications lead will be aboard the Canadian Coast Guard vessel during the presence of the CBC crew to act as liaison between CBC and all supernumeraries aboard the vessel. This will facilitate the needs of CBC with respect to filming and interviewing opportunities…The captain of the research vessel *Martin Bergmann* will act as the liaison between CBC and the survey crew to facilitate filming and interviewing opportunities…all CBC personnel embarking on the Canadian Coast Guard vessel will obtain Security Clearances, with Parks Canada coordinating this requirement through DFO (Department of Fisheries & Oceans)."

When CBC management complained of the cost of charter flights to ferry Mansbridge and his crew between photo locations – "It's prohibitive, more than $20,000", one network executive wrote – government staff agreed to make travel arrangements for the anchorman: "There should be no problem facilitating this."

Mansbridge and CBC News reporters subsequently covered the Arctic expedition in detail but failed to divulge the terms of payments in exchange for news.

*Blacklock's*

tried to obtain comment from Joanne McPherson, managing editor, CBC English Network Television News; and Jennifer McGuire, editor-in-chief of CBC News. Both executives were signatories to the confidential Administrative Agreement.

Leona Aglukkaq, newly-appointed environment minister responsible for Parks Canada, also declined comment.

By Tom Korski

--
Chris Ball
Senior Manager, Media Relations
CBC English Services
p: 416-205-7831
e: chris.ball@cbc.ca
Twitter: @chrisjballCBC
Visit: www.cbc.ca

Forwarded message ----------
From: **Chuck Thompson** <chuck.thompson@cbc.ca>
Date: Wed, Sep 18, 2013 at 11:51 AM
Subject: I just sopke to
To: Gino Apponi <gino.apponi@cbc.ca>, Jonathan Whitten <jonathan.whitten@cbc.ca>, FIONA CONWAY <fiona.conway@cbc.ca>, Joanne McPherson <joanne.mcpherson@cbc.ca>, "Nagler, Jack" <jack.nagler@cbc.ca>

We had a very brief conversation. I told him that in order to move forward he wouild first need to correct the false claim CBC News management turned down interview requests.
"That's not going to happen..." was his response and the conversation ended there. I aid he left messages with two individuals who didn't return his calls to which I said that doesn't mean they were declining interviews. I went on to remind him I did call and said I'd follow up today.

**s.19(1)**

Forwarded message ----------
From: **Chuck Thompson** <chuck.thompson@cbc.ca>
Date: Thu, Sep 19, 2013 at 10:33 AM
Subject: Re: Franklin agreement
To: NATALIA CHOWN <natalia.chown@cbc.ca>
Cc: Chris Ball <chris.ball@cbc.ca>

Thank you.

Chuck Thompson
Head of Media Relations
CBC English Services
416-205-3747
416-509-3315 (cell)

On Thu, Sep 19, 2013 at 10:31 AM, NATALIA CHOWN <natalia.chown@cbc.ca> wrote:
Hi Chuck -

Here is the Agreement and related Amendment. Let me know if you'll need anything else.

Thanks, Chuck.

---------- Forwarded message ----------
From: **NATALIA CHOWN** <natalia.chown@cbc.ca>
Date: Thu, Sep 19, 2013 at 10:07 AM
Subject: Franklin agreement
To: Samuel Gojanovich <samuel.gojanovich@cbc.ca>

Hi Sam -

Here is the Franklin Administrative Agreement and related Amendment. Let me know if you'll need anything further.

Thanks,

Natalia

Forwarded message ----------
From: **Chuck Thompson** <chuck.thompson@cbc.ca>
Date: Thu, Sep 19, 2013 at 1:09 PM
Subject: Re: Media questions
To:

Yes, coming shortly.

Sent from my BlackBerry 10 smartphone on the Rogers network.

**From:**
**Sent:** Thursday, September 19, 2013 1:08 PM
**To:** chuck.thompson@cbc.ca
**Reply To:**
**Subject:** Media questions

Mr. Thompsn, I was informed by Ms. Belisle in Ottawa that my questions were forwarded to you.

Is there a chance of answers by 2pm today of some or all of the questions?

Forwarded message ----------
From: **Chuck Thompson** <chuck.thompson@cbc.ca>
Date: Thu, Sep 19, 2013 at 1:46 PM
Subject: Following up
To:

Hi

France forwarded me your email and here are the ansers to your questions:

1. Is this 2012 agreement with Parks Canada the only one in which Parks Canada paid CBC?
The only one, and for the record, it was a partnership with Parks Canada. They helped us gain access to locations and facilities in a remote part of the country that we could otherwise not have accessed to tell a great Canadian story.

2. Was CBC paid by Parks Canada or any other government department or agency when reporters and others were sent to cover the search for the Franklin in 2013?
CBC News was going to tell this story irrespective of their financial involvement. To be clear, Parks Canada had no say in any of our content on any platform and that is clearly spelled out in the agreement.

3. Was payment made by Parks Canada or any other government department or agency regarding coverage in the north in other years?
No.

4. How often does CBC accept payment in agreements that include news coverage? Never. Parks Canada, nor any other government department, pays CBC News for coverage.

5. What other groups have paid for coverage from CBC?
None.

6. Given that the Broadcasting Act section at 3 (1) (m) (iii) states that CBC's mandate is to "reflect Canada and its regions to national and regional audiences, while serving the special needs of those regions," is this not a case of CBC being paid by another government department to perform tasks that should be covered by the annual subsidy or in CBC terms Parliamentary appropriation?

As I've said, CBC News was going to tell this story whether or not Parks Canada wanted to get involved; their contribution was about helping CBC News gain access to a remote part of Canada to tell a great story.

Forwarded message ----------
From: **Chuck Thompson** <chuck.thompson@cbc.ca>
Date: Thu, Sep 19, 2013 at 7:32 PM
Subject: Re: Urgent Interview Request -- Parks Canada/CBC Contract
To:

Hi

In answer to your questions, here's the background...

CBC entered into an agreement with Parks Canada. It's important to note Parks Canada was already doing work up there and CBC News had every intention of telling this story irrespective of the partnership. The money CBC received from Parks Canada was used primarily to build a jointly created and branded website. In order to access such a remote location and with a view to being financially responsible, CBC shared travel costs with Parks Canada and jointly chartered a plane. To be clear, CBC paid their own way. Peter Mansbridge brought the story to News management for their consideration but had nothing to do with any negotiations beyond pitching the story.

I believe that covers all your questions and the short answer to question four is 'never'.

Best,
Chuck

Chuck Thompson
Head of Media Relations
CBC English Services
416-205-3747
416-509-3315 (cell)

On Thu, Sep 19, 2013 at 4:49 PM, wrote:
Good afternoon Mr. Thompson:

My name is

As I mentioned moments ago on the phone, we are writing a story on the agreement signed between Parks Canada and CBC News last summer in which Parks Canada covered the cost of sending Peter Mansbridge and his crew to the Arctic for a TV special.

We have several questions, and will need answers by 7 p.m. E.T. as we are publishing tonight.

1. Why did CBC sign an agreement with Parks Canada?

2. Why did CBC request payment from Parks Canada?

3. What was the payment intended to cover?

4. Is it CBC policy to request payment from third parties for big television projects such as this one?

5. How often has this been done in the past?

6. Does this not breach CBC's own journalistic guidelines (as described on page. 148 of the policy book)?

6b) If you feel it does not, why not?

7. What role, if any, did Mr. Mansbridge play in arranging this?

I can be reached via this email or at

All the best,

Forwarded message ----------
From: **Chuck Thompson** <chuck.thompson@cbc.ca>
Date: Thu, Sep 19, 2013 at 7:35 PM
Subject: Fw: Urgent Interview Request -- Parks Canada/CBC Contract
To: Jennifer McGuire <jennifer.mcguire@cbc.ca>, Jonathan Whitten <jonathan.whitten@cbc.ca>, Neil McEneaney <neil.mceneaney@cbc.ca>, Jennifer Lang <jennifer.lang@cbc.ca>, CHRIS BALL <chris.ball@cbc.ca>, Shaun Poulter <shaun.poulter@cbc.ca>, Gino Apponi <gino.apponi@cbc.ca>, FIONA CONWAY <fiona.conway@cbc.ca>, Martine Menard <martine.menard@cbc.ca>

My response to the Huffpost...
Chuck
Sent from my BlackBerry 10 smartphone on the Rogers network.

**From:** Chuck Thompson
**Sent:** Thursday, September 19, 2013 7:32 PM
**To:**
**Reply To:** Chuck Thompson
**Subject:** Re: Urgent Interview Request -- Parks Canada/CBC Contract

Hi

In answer to your questions, here's the background...

CBC entered into an agreement with Parks Canada. It's important to note Parks Canada was already doing work up there and CBC News had every intention of telling this story irrespective of the partnership. The money CBC received from Parks Canada was used primarily to build a jointly created and branded website. In order to access such a remote location and with a view to being financially responsible, CBC shared travel costs with Parks Canada and jointly chartered a plane. To be clear, CBC paid their own way. Peter Mansbridge brought the story to News management for their consideration but had nothing to do with any negotiations beyond pitching the story.

I believe that covers all your questions and the short answer to question four is 'never'.

Best,
Chuck

Chuck Thompson
Head of Media Relations
CBC English Services
416-205-3747
416-509-3315 (cell)

On Thu, Sep 19, 2013 at 4:49 PM, wrote:
Good afternoon Mr. Thompson:

My name is

As I mentioned moments ago on the phone, we are writing a story on the agreement signed between Parks Canada and CBC News last summer in which Parks Canada covered the cost of sending Peter Mansbridge and his crew to the Arctic for a TV special.

We have several questions, and will need answers by 7 p.m. E.T. as we are publishing tonight.

1. Why did CBC sign an agreement with Parks Canada?

2. Why did CBC request payment from Parks Canada?

3. What was the payment intended to cover?

4. Is it CBC policy to request payment from third parties for big television projects such as this one?

5. How often has this been done in the past?

6. Does this not breach CBC's own journalistic guidelines (as described on page. 148 of the policy book)?

6b) If you feel it does not, why not?

7. What role, if any, did Mr. Mansbridge play in arranging this?

I can be reached via this email or at

All the best,

Forwarded message ----------
From: **Chuck Thompson** <chuck.thompson@cbc.ca>
Date: Fri, Sep 20, 2013 at 5:21 PM
Subject: Parks Canada
To: Neil McEneaney <neil.mceneaney@cbc.ca>, Chris Boyce <chris.boyce@cbc.ca>

Just an fyi...Jen McGuire will post an editor's blog tonight giving background and context for the partnership with News.

Sent from my BlackBerry 10 smartphone on the Rogers network.

Forwarded message ----------
From: **Chuck Thompson** <chuck.thompson@cbc.ca>
Date: Sun, Sep 22, 2013 at 2:18 PM
Subject: Re: Franklin
To:

Hi
No he's not.

Sent from my BlackBerry 10 smartphone on the Rogers network.

**From:**
**Sent:** Sunday, September 22, 2013 1:03 PM
**To:** Chuck Thompson
**Reply To:**
**Subject:** Franklin

Chuck,

Reminder — I write the column for HuffPost Canada.

Question: is it true that Mansbridge is on the board of the expedition group?

Tim

CBC Radio-Canada Martine Menard <martine.menard@cbc.ca>

# Fw: Fwd: Fw: Media questions - URGENT

**Martine Menard** <martine.menard@cbc.ca> Thu, Sep 19, 2013 at 11:24 AM
To: shaun.poulter@cbc.ca

**From**: donald.boulanger@pch.gc.ca [mailto:donald.boulanger@pch.gc.ca]
**Sent**: Thursday, September 19, 2013 11:15 AM
**To**: Martine Menard <martine.menard@cbc.ca>
**Cc**: claude.doucet@pch.gc.ca <claude.doucet@pch.gc.ca>
**Subject**: Re: Fwd: Fw: Media questions - URGENT

Salut Martine.

À la lumière des questions du journaliste, je pense qu'il cherche surtout à savoir:
Pourquoi CBC a accepté de l'argent d'un ministère fédéral pour faire un reportage à ce sujet ?
Est-ce une pratique courante pour CBC d'accepter une contribution d'un ministère fédéral en échange d'une couverture ?

Puis-je avoir les réponses que vous allez donner au journaliste ?
Ca devrait suffire.

Merci.

Donald Boulanger
Gestionnaire, Citoyenneté et Patrimoine et Affaires du portefeuille
Communications stratégiques
Manager, Citizenship and Heritage and Portfolio Affairs
Strategic communications
Patrimoine canadien/Canadian Heritage
Tél.:819-994-2570
donald.boulanger@pch.gc.ca

From: Martine Menard <martine.menard@cbc.ca>
To: "Boulanger, Donald" <donald.boulanger@pch.gc.ca>
Date: 19/09/2013 10:59 AM
Subject: Fwd: Fw: Media questions - URGENT

a suivre.

Martine Ménard
Senior Director / Première directrice
Corporate Communications / Communications institutionnelles

(613) 288-6184
martine.menard@cbc.ca

s.19(1)

---------- Forwarded message ----------
From: **Chuck Thompson** <chuck.thompson@cbc.ca>
Date: Thu, Sep 19, 2013 at 10:57 AM
Subject: Fw: Media questions - URGENT
To: Martine Menard <martine.menard@cbc.ca>

Fyi

Sent from my BlackBerry 10 smartphone on the Rogers network.
**From:** France Belisle
**Sent:** Thursday, September 19, 2013 10:46 AM
**To:** Chuck Thompson
**Reply To:** France Belisle
**Cc:** Shaun Poulter
**Subject:** Fwd: Media questions - URGENT

Chuck,
over to you. Let me know if you need anything.
F

France Belisle
Chef, Relations avec les médias et Gestion des enjeux/ Manager, Media Relations and Issues Management
france.belisle@radio-canada.ca
cell: 613.301.0552
bur: 613.288.6039

---------- Forwarded message ----------
From:
Date: 2013/9/19
Subject: Media questions - URGENT
To: France Belisle <france.belisle@radio-canada.ca>

Ms. Belisle, a few questions for you today. Our deadline is 2pm.

The attached document, an agreement between CBC and Parks Canada shows CBC being paid by Parks Canada for several things including

a) a documentary segment for The National
d) segments for nightly news on CBC and SRC

My questions are as follows

1. Is this 2012 agreement with Parks Canada the only one in which Parks Canada paid CBC?
2. Was CBC paid by Parks Canada or any other government department or agency when reporters and others were sent to cover the search for the Franklin in 2013?
3. Was payment made by Parks Canada or any other government department or agency regarding coverage in the north in other years?
4. How often does CBC accept payment in agreements that include news coverage?
5. What other groups have paid for coverage from CBC?
6. Given that the Broadcasting Act section at 3 (1) (m) (iii) states that CBC's mandate is to "reflect Canada and its regions to national and regional audiences, while serving the special needs of those regions," is this not a case of CBC being paid by another government department to perform tasks that should be covered by the annual subsidy or in CBC terms Parliamentary appropriation?

Thanks you for your time

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3987K

# ADMINISTRATIVE AGREEMENT

**Between:**

**CANADIAN BROADCASTING CORPORATION / SOCIÉTÉ RADIO-CANADA**

**And**

**PARKS CANADA AGENCY**

**Concerning**

**COMMUNICATIONS ACTIVITIES SURROUNDING THE SEARCH FOR HMS *EREBUS* AND HMS *TERROR***

# 1. Introduction

## 1.1 Project Summary

Parks Canada's Underwater Archaeological Service (UAS) recently completed a three-year project (2008, 2010, 2011) in search of the lost vessels, HMS *Erebus* and HMS *Terror,* of Sir John Franklin's ill-fated 1845 voyage to find the Northwest Passage. Throughout the project, the UAS garnered the interest and support of numerous partners that contributed to the research and surveying for the vessels in various ways. Past partners include Canadian Hydrographic Service, Canadian Coast Guard, Government of Nunavut, the University of Victoria's Ocean Technology Laboratory and Canadian Ice Service. In the final season of the project, Parks Canada was pleased to secure the support of new partners, the Arctic Research Foundation, who expressed an interest in pursuing a partnership with Parks Canada to continue the search. Parks Canada has also involved the British Government, as owner of HMS *Erebus* and HMS *Terror*, by sharing project plans and information.

As such, working with existing and new partners from across the nation, Parks Canada will continue the search for Franklin's HMS *Erebus* and HMS *Terror.*

## 1.2 Historical Background and Context

Sir John Franklin's two lost ships, HMS *Erebus* and HMS *Terror*, are designated together as a national historic site of Canada - the only such 'undiscovered' national historic site – due to the importance of Franklin's voyage and his ships to the history of Arctic navigation and exploration. The discovery of either or both wrecks, or their contents, will offer unprecedented information on the search for the Northwest Passage, the exploration of Canada's North and the fate of Sir John Franklin. HMS *Erebus*, HMS *Terror* and their crew are also a testament to the history shared between Canada and Great Britain.

HMS *Erebus* and HMS *Terror* also have historical and cultural significance for local Inuit who speak of the ships in their oral history. Parks Canada and Inuit have worked closely together in conducting research and planning for the search for HMS *Erebus* and HMS *Terror* as it is believed that Inuit oral history and research could hold the key to their ultimate discovery.

## 1.3 Agreement Objective

This Administrative Agreement formalizes the arrangements negotiated between the Parks Canada Agency, a body corporate established under the *Parks Canada Agency Act* and the Canadian Broadcasting Corporation/Société Radio-Canada, a corporation constituted pursuant to the *Broadcasting Act*, relative to the activities surrounding Parks Canada's search for HMS *Erebus* and HMS *Terror.*

Parks Canada can benefit from CBC's broadcast and online experience and platforms to reach Canadians with information in both official languages about their historical heritage related to the search for the Franklin ships.

CBC can benefit from Parks Canada's expertise in history and underwater archaeology and their access to the Franklin search vessels to bring this important story in Canadian history to the public.

Through collaboration, CBC and Parks Canada can reduce their costs by efficiently using resources within government to improve planning and execution of their communications with the goal of ultimately delivering greater value to Canadians.

Now therefore, in consideration of the mutual covenants, terms, warranties, representations and undertakings as are set out herein, together with such other good and valuable consideration as is described below, the parties agree as follows:

## 2. Definitions and Abbreviations:

| | |
|---|---|
| CBC: | Canadian Broadcasting Corporation / Société Radio-Canada |
| Parks Canada: | Parks Canada Agency, including, for clarity, the Underwater Archaeology Service and all other employees of Parks Canada Agency. |
| Communications Protocol: | For the purposes of this Work, the "Communications Protocol" outlines CBC's communications activities in the case that HMS *Erebus* and/or HMS *Terror* are found during the term of the Administrative Agreement and is attached as Appendix 2 hereto. |
| Parties: | Parks Canada and CBC |
| Parks Canada Partners: | Means, collectively, the Government of Nunavut, the University of Victoria, the Canadian Hydrographic Service, the Canadian Coast Guard, the Canadian Space Agency, the Arctic Research Foundation and the Canadian Ice Service. |
| Statement of Work: | For the purposes of this Work the Statement of Work ("SOW") outlines the Work to be performed and is attached as Appendix 1 hereto. |
| UAS: | Parks Canada's Underwater Archaeological Service |
| Work: | The whole of the activities, services, materials, software, matters and things required to be done, delivered or performed by and/or on behalf of Parks Canada and CBC in accordance with the provisions of this Administrative Agreement and attached SOW. |
| Project Announcement: | Parks Canada led ministerial event, and/or the Parks Canada issued press release, to announce the search for HMS *Erebus* and HMS *Terror* and the associated partnerships to undertake and document the search. |
| Discovery Announcement: | Parks Canada led ministerial event, and/or a Parks Canada issued press release, to announce a Discovery, if such a Discovery takes place. |
| Announcement Materials: | All media (film, recordings, photographs etc.) collected by and/or on behalf of CBC during the Project Announcement. |

| | |
|---|---|
| Parks Canada Materials: | Shall mean collectively:<br><br>a) all Parks Canada owned, controlled or licensed media (film, photos, maps, recordings, writings etc.) which CBC wishes to incorporate into CBC Programs, as further detailed in Section 3.1(b) of this Administrative Agreement;<br>b) all media (film, recordings, photographs etc.) collected by and/or on behalf of Parks Canada during the Project Announcement; and<br>c) all media (film, recordings, photographs etc.) collected by and/or on behalf of Parks Canada during the Search, as further detailed in Section 3.1(c) of this Administrative Agreement. |
| Parks Canada Productions: | Means all productions and works produced by Parks Canada as a result of the Work, for educational and promotional purposes. For example, websites, videos, audio recordings, presentations, exhibits, printed documents, etc. |
| Search: | The duration of the search period for HMS *Erebus* and HMS *Terror* (August 9th to September 18th 2012 inclusive) in the Canadian Arctic, on and around King William Island, off the coast of Nunavut. |
| Search Materials: | All media (film, recordings, photographs etc.) collected by and/or on behalf of CBC during the Search. |
| Discovery: | The discovery of the location of HMS *Erebus* or HMS *Terror* or significant artifacts substantially related to the Franklin expedition and/or a discovery that could further lead to the discovery of the above-noted vessels. |
| CBC Discovery Materials: | All media (film, recordings, photographs etc.) collected by and/or on behalf of CBC during the Discovery and Discovery Announcement. |
| Parks Canada Discovery Materials: | All media (film, recordings, photographs etc.) collected by and/or on behalf of Parks Canada during the Discovery and Discovery Announcement. |
| CBC Programs: | The programs produced by and/or on behalf of CBC as a result of the Work undertaken under this Administrative Agreement. It is CBC's intention, but not guarantee, to produce:<br><br>a) a documentary segment for The National;<br>b) an online component on www.cbc.ca;<br>c) an online component on www.radio-canada.ca; and |



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d) segments for nightly news on CBC and SRC

## 3. Conditions Precedent

3.1 It is a condition of this Administrative Agreement that:

a) CBC's Accommodation Requirements for the vessels and Gjoa Haven, as provided in Section 3.00 in the attached SOW, are satisfied in full;

b) Parks Canada provides CBC with any videos, photographs, maps, drawings, texts, documents, articles and any other material owned, controlled or licensed by Parks Canada, at no cost, in a format acceptable to CBC, for use by CBC in accordance with the attached SOW, no later than July 9, 2012. Parks Canada shall provide a list of available material by July 6, 2012, which shall clearly outline which material is and is not owned by Parks Canada, and which material shall require additional clearances. In the event CBC is interested in material not owned by Parks Canada, or in material which requires additional clearances, Parks Canada shall use all reasonable efforts to assist CBC with securing any applicable third party rights for its planned method of exploitation;

c) Parks Canada provides CBC, whether via a third party or otherwise, with footage, recordings, images, transmissions and otherwise any material captured during the Search, at no cost, including without limitation: i) high-resolution side-scan sonar images; ii) video and photos taken by employees of Parks Canada; and (iii) any footage captured by remotely operated underwater vehicles and ocean exploration vehicles. Parks Canada shall also facilitate CBC's acquisition of radar images captured by the Canadian Space Agency. If applicable, CBC may transmit the above-noted material in a live transmission format;

d) CBC's Connectivity Requirements (as outlined in Section 4.00 of the attached SOW) are met to CBC's satisfaction;

e) Parks Canada provides CBC with the names and contact information for the Captains and assigned Department of Fisheries and Oceans ("DFO") and Arctic Research Foundation ("ARF") staff for the *Martin Bergmann* and *Laurier* vessels no later than July 13, 2012. Where CBC is required to coordinate its filming of the Search with the Captains and/or DFO and/or ARF staff, Parks Canada will provide all reasonable assistance to CBC in this respect; and

f) Parks Canada satisfies the payment provisions of this Administrative Agreement and CBC receives the Financial Contribution (as defined in Section 5.00 of the SOW) in full.

If any of the above-noted conditions are not fulfilled, the satisfaction of which shall be determined in CBC's sole discretion, this Administrative Agreement shall be void and of no force and effect. These conditions are inserted for the benefit of CBC and may be waived at CBC's sole option.

## 4. Making Payment

4.1. Parks Canada will pay the amounts due under this Administrative Agreement in accordance with the provisions outlined in the attached SOW. Except as otherwise specifically provided in this Administrative Agreement or in the specific Appendices, payment will be made within 30 days of receipt of invoice. Unless otherwise predetermined by the Parties' mutual written consent, invoices will be sent to:

Parks Canada
Morag Hutchinson
Manager, New Media
25 Eddy St, 6th Floor
Gatineau, QC K1A 0M5
Tel: 819-934-1114
Email: morag.hutcheson@pc.gc.ca

The aforementioned payments may be subject to audit.

4.2 Parks Canada will pay to CBC all sales, goods and services, and any other taxes, duties or other charges that are or may become applicable.

## 5. Confidentiality

5.1. The Parties will keep Confidential Information provided to each other, in connection with this Administrative Agreement and SOW including any information that is confidential or proprietary to third parties. "Confidential Information" includes without limitation any and all information whether commercial, technical or personal, relating to the business of either Party, whether or not marked "Confidential", including the contents of this Administrative Agreement, but excluding information noted in Section 5.3 below. The Parties will not disclose such information to any person unless expressly concurred to by the Parties' mutual written consent, except that the Parties may disclose the information to their employees and subsidiaries that require the information to carry out activities under this Administrative Agreement.

5.2. In the event that either Party is required to release confidential information to a third party in carrying out this Administrative Agreement, a written consent between the disclosing Parties and the third party receiving the information will be concluded, which imposes responsibilities similar to those contained herein with respect to the protection of information. In the case where a Party will release information to a third party not authorized under this Administrative Agreement, that Party will gain the approval of the other Party before doing so. For avoidance of doubt, either Party is authorized to disclose Confidential Information if that is required to be disclosed by legislation or by a court or tribunal of competent jurisdiction. In such event, the disclosing Party will use commercially reasonable efforts to notify the other Party.

5.3. Article 5.1 does not apply to information that is:

i) publicly available;
ii) that was known to both Parties before the Work was approved;
iii) that has been disclosed to the public by a third party; and
iv) that by its nature, or concurrence of the Parties, is not confidential.

## 6. Acknowledgement of Collaboration

6.1 Parks Canada will acknowledge CBC, in a form acceptable to CBC:

a) on all media in which CBC's participation in the Work and/or the CBC Programs are mentioned, promoted or otherwise referred to by Parks Canada;
b) on all Parks Canada Productions that include the Announcement Material, Search Material and/or CBC Discovery Material;



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c) on all media in which Parks Canada makes reference to the Parks Canada Partners; and
d) where appropriate, on all media in which Parks Canada makes reference to the Work,, including without limitation, press releases and social networking sites (i.e. Twitter, Facebook).

6.2 CBC will acknowledge Parks Canada, in a form acceptable to Parks Canada, on all media on which CBC includes the Parks Canada Materials. Once Parks Canada approves its form of acknowledgment for a particular media, that acknowledgment shall be deemed acceptable to Parks Canada for CBC's future exploitation of the Parks Canada Materials on that particular media.

6.3 Unless otherwise stated herein, any communications, products or marketing material developed, referencing the collaborative efforts outlined under this Administrative Agreement will be mutually agreed upon by the Parties and must comply with each Party's policies and guidelines on the use of their official trade-marks and symbols.

6.4 Each Party understands and concurs that any recognition in respect of collaboration or activities under this Administrative Agreement will not constitute or imply endorsement of each others' products or services.

## 7. Amendment

7.1. This Administrative Agreement, including all Appendices and any subsequent letters of amendment constitutes the entire agreement for the subject matter outlined in this Administrative Agreement. In the event of any conflict or inconsistency between the body of this Administrative Agreement and the attachments or subordinate documents to this Administrative Agreement, the following hierarchy will be implemented and said conflicts or inconsistencies will be resolved by interpreting precedence in the following order:

- The body of this Administrative Agreement;
- Appendices
- Any subsequent letters of amendment.

7.2. Changes to this Administrative Agreement (including changes to scope of work or payments) will be subject to a formal written amendment authorized by the duly authorized representatives of the Parties in the form of a letter of amendment.

## 8. General Provisions

8.1. Each Party represents, warrants and covenants that:

a) it has the full right and power to conclude and execute this Administrative Agreement and there is no and shall be no agreement with any other person, firm or corporation which could in any way interfere with the other Party's rights under this Administrative Agreement.

8.2. Parks Canada represents, warrants and covenants that:

a) it owns or controls all consents and rights necessary, to grant to CBC the rights granted to it in this Administrative Agreement and in the attached SOW without any limitation or restriction; and

b) the exercise by CBC of its rights to any and all Parks Canada Materials provided to CBC under the terms of this Administrative Agreement and SOW shall not violate any personal or proprietary right or privilege, including but not limited to rights relating to privacy, defamation or publicity, or infringe on any copyright, trade-mark or other literary, dramatic or musical right of any person, firm, corporation, association or individual.

8.3. Unless otherwise stated herein, Parks Canada shall not assign its rights or delegate its duties and responsibilities hereunder in whole or in part without the prior written consent of CBC. Any unauthorized assignment shall be null and void and any authorized assignment shall not relieve Parks Canada of its obligations hereunder.

8.4. Unless otherwise stated herein, CBC shall not assign its rights or delegate its duties and responsibilities hereunder in whole or in part without the prior written consent of Parks Canada. Any unauthorized assignment shall be null and void and any authorized assignment shall not relieve CBC of its obligations hereunder.

8.5. Neither Party shall be held responsible for damages caused by delay or failure to perform obligations hereunder when such delay or failure is due to labour unrest, fires, strikes, floods, war, acts of terrorism, Acts of God, acts of public authorities or delays or defaults caused by common carriers.

8.6. Parks Canada hereby indemnifies and holds CBC harmless from and against any and all loss, damages, costs and expenses, including reasonable legal fees and disbursements, which CBC may incur as a result of any claim, action or proceeding arising from the breach of any of the representations or warranties given herein by Parks Canada.

8.7. CBC hereby indemnifies and holds Parks Canada harmless from and against any and all loss, damages, costs and expenses, including reasonable legal fees and disbursements, which Parks Canada may incur as a result of any claim, action or proceeding arising from the breach of any of the representations or warranties given herein by CBC.

8.8. In no event shall either Party be liable to the other for loss of profits, business or revenue or for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever.

8.9. The Parties hereby waive all "moral rights" (as defined in the *Canadian Copyright Act*) and all similar rights existing under the applicable laws of any jurisdiction.

## 9. Term, Withdrawal and Termination

9.1. This Administrative Agreement will remain in effect for a period of one year from the effective date (the **"Term"**).

9.2. Either Party may terminate this Administrative Agreement with the submission of 90 days notice, in writing, to the other Party. This Administrative Agreement may be terminated at any time, effective immediately, with the Party's mutual written consent. All representations, warranties and indemnities and rights given herein, including any terms intended to survive the Term of this Administrative Agreement (including, without limitation, confidentiality) shall survive the expiry or termination of this Administrative Agreement.

9.3. Upon termination notice being received, the Parties will cease Work in accordance with and to the extent specified in the notice. The Parties will complete such parts of the Work that are not affected by the termination notice.

9.4. Should Parks Canada or CBC wish to extend this Administrative Agreement beyond the Term, it will provide the other Party with written notice indicating its wish to do so, along with an overview of expected future requirements, not less than ninety (90) days prior to the expiry date of the Administrative Agreement as identified above. Following receipt of this notice the Parties will negotiate the provisions and prices applicable to the proposed renewal or extension of this Administrative Agreement, but if the Parties are unable to arrive at mutually acceptable provisions prior to the end of the ninety-day notice period, this Administrative Agreement will terminate as at the end of its originally proposed Term.

9.5. If at any time prior to the end of the proposed Term of this Administrative Agreement, either Parks Canada or CBC remains in default in carrying out any of its responsibilities under this Administrative Agreement, including any subsequent statements of work for a period of sixty (60) or more days after being provided with written notice of such default by the other Party, the non-defaulting Party may provide written notice of withdrawal, which is to take effect fifteen (15) days after receipt of such notice by the defaulting Party.

9.6. Other than with respect to amounts owing that have already accrued prior to the date of withdrawal, termination or expiry of this Administrative Agreement or in the event of a breach of contract by Parks Canada, neither Party will be entitled to payment of any amount by the other as a result of the withdrawal from, termination or expiry of this Administrative Agreement.

**10. Notices**

10.1. Except as otherwise specified in this Administrative Agreement, any notice or other communication required to be given herein will be in writing and will be addressed as follows:

**CBC:**

ATTENTION: Jennifer McGuire
General Manager and Editor-in-Chief, CBC News and Centres
Address: 250 Front Street West
Toronto, ON M5V 3G5 # 4H204
Telephone: 416-205-6654
E-mail: jennifer.mcguire@cbc.ca

with a copy to:

ATTENTION: Joanne McPherson
Managing Editor, English Network Television News
Address: 250 Front Street West
Toronto, ON M5V 3G5 # 4B102
Telephone: 416-205-3675
E-mail: joanne.mcpherson@cbc.ca

and to:

ATTENTION: Natalia Chown
Senior Manager, In-House Programming
Address: 250 Front Street West



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Toronto, ON M5V 3G5 # 7C305
Telephone: 416-205-2589
E-mail: natalia.chown@cbc.ca

**SRC:**

ATTENTION: Jean Pelletier
Senior Director, Information French Television Address:
1400 René-Lévesque Blvd. East
Montreal, QC H2L 2M2
Telephone: 514-597-5655
E-mail: jean.pelletier@radio-canada.ca

**Parks Canada:**

ATTENTION: Ellen Bertrand
A/Director, External Relations Branch
25 Eddy St, 6th Floor
GATINEAU QC K1A 0M5
Telephone: 819-953-7164
E-mail: Ellen.bertrand@pc.gc.ca

with a copy to:

ATTENTION: Morag Hutcheson
Manager, New Media Strategies and Investment
External Relations Branch
25 Eddy St, 6th Floor
GATINEAU QC K1A 0M5
Telephone: 819-934-1114
E-mail: morag.hutcheson@pc.gc.ca

10.2. Either Party may change its address for the purpose of this Administrative Agreement by giving notice of such a change in address to the other Party in the manner provided herein, which changes will not require formal amendment to this Administrative Agreement.

## 11. Effective Date and Signature

11.1. This Administrative Agreement will become effective on the date of the later signature.

11.2. This Administrative Agreement may be signed in counterparts, with each counterpart constituting an original document. All counterparts, when taken together, shall constitute one and the

- Remainder of page intentionally left blank -



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same instrument. The Parties agree that facsimile or PDF copies shall be treated as originals, fully binding and with full legal force and effect, and hereby waive any rights they may have to object to such treatment.

**PARKS CANADA AGENCY**

BY:
(Authorized Representative)

NAME: ~~Ellen Bertrand~~ Andrew Campbell

TITLE: ~~A/Director External Relations Branch~~ Vice-President, External Relations and Visitor Experience

DATE: Aug. 8th, 2012

**CANADIAN BROADCASTING CORPORATION / SOCIÉTÉ RADIO-CANADA**

BY:
(Authorized Representative)

NAME: Mona Venkateswaran

TITLE: Sr. Director, Business Administration

DATE: Aug. 2nd-2012

BY:
(Authorized Representative)

NAME: Travers Chow

TITLE: Senior Director, Finance

DATE: AUG. 8, 2012

BY:
(Authorized Representative)

NAME:

TITLE:

DATE:



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same instrument. The Parties agree that facsimile or PDF copies shall be treated as originals, fully binding and with full legal force and effect, and hereby waive any rights they may have to object to such treatment.

**PARKS CANADA AGENCY**

BY: _____
(Authorized Representative)

NAME: Ellen Bertrand

TITLE: A/Director External Relations Branch

DATE: _____

**CANADIAN BROADCASTING CORPORATION / SOCIÉTÉ RADIO-CANADA**

BY: _____
(Authorized Representative)

NAME: Michel Cormier

TITLE: Executive Director News + Current Affairs

DATE: 03/08/2012

BY: _____
(Authorized Representative)

NAME:

TITLE:

DATE: _____

BY: _____
(Authorized Representative)

NAME:

TITLE:

DATE: _____



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## Appendix 1 - Statement of Work

### 1.00 General Information

1.01 The Parties hereby acknowledge that the Work shall consist of the following general components:

a) The Project Announcement,

The Project Announcement and any other public statement and/or promotion undertaken by Parks Canada which references CBC's participation in the Work shall require prior approval of CBC's Communications department.

Parks Canada shall advise CBC in writing of any changes to the date, location or content of the Project Announcement as soon as they are able and no later than 48 hours prior to the planned date;

a) the Search,

Parks Canada shall advise CBC in writing of any changes to the date and/or location of the Search no later than August 1, 2012; and

b) the Discovery.

### 2.00 Rights Granted

2.01 Parks Canada hereby grants to CBC:

a) the right to, and authorize others to, film, record, videotape and otherwise capture any and all parts of the Project Announcement;

b) the right to, and authorize others to, film, record, videotape and otherwise capture any and all parts of the Search, including the right to interview and record Parks Canada staff. With the exception of those personnel which CBC has approved to report or otherwise document the Search, which for clarity, includes journalist Brian Case, certain Canadian universities, and Parks Canada, such rights shall be exclusive to CBC. Parks Canada shall not permit any other person or entity, in particular any television, radio or internet broadcaster, to be present during the Search nor to film, record, and/or videotape the Search without CBC's prior written approval. Parks Canada acknowledges that CBC's exclusivity is the essence of the Administrative Agreement and this SOW and Parks Canada shall accordingly use best efforts to ensure that CBC's rights are not restricted or limited by any other person or entity which may have ownership, influence or control over the Search, including without limitation, the Canadian Coast Guard, DFO and ARF;

c) the first and unlimited right to, and authorize others to, broadcast, telecast, transmit, distribute and exploit the Announcement Materials, whether by itself or as incorporated into CBC Programs, and whether live or otherwise, in any language, throughout the world in perpetuity, on any and all media now known or hereafter devised. With the exception of Parks Canada's rights outlined in Section 2.04 below, such rights shall be exclusive to CBC;

d) the first and unlimited right to, and authorize others to, broadcast, telecast, transmit, distribute and exploit the Search Materials, whether by itself or as incorporated into CBC Programs, and whether live or otherwise (at CBC's sole option), in any language, throughout the world in perpetuity, on any and all media now known or hereafter devised. With the exception of Parks Canada's rights outlined in Section 2.04 below, such rights shall be exclusive to CBC;

e) the unlimited right for the Term to incorporate Parks Canada Materials in CBC Programs and, at CBC's discretion, in a live transmission format. With the exception of Section 2.04(b), Parks Canada shall not permit any other person or entity, in particular any television, radio or internet broadcaster to access or use the Parks Canada Materials until after the Search period.

   Once the Parks Canada Materials have been incorporated into the CBC Programs, CBC shall have the exclusive and unlimited right to, and authorize others to, broadcast, telecast, transmit, distribute and exploit the CBC Programs incorporating the Parks Canada Materials throughout the world, in any language, in perpetuity, on any and all media now known or hereafter devised;

f) the right to, and authorize others to, promote the Work and CBC Programs in any and all media throughout the world, including but not limited to by way of telecast, audio, print, internet and wireless;

g) the exclusive right of first negotiation for 30 business days and last refusal to acquire any additional rights to the Work and/or to the Parks Canada Materials not granted to CBC hereunder; and

h) the exclusive right of first negotiation for 30 business days and last refusal, during which Parks Canada shall act with the utmost good faith, to acquire any and all rights to and in any future searches undertaken by or participated in by Parks Canada and/or related broadcast productions produced by Parks Canada, based in whole or in part on the Work.

2.02 With respect to any rights of last refusal granted to CBC herein, CBC shall have 30 business days upon receipt of any bona fide written offer from a third party to meet same. In the event that CBC does not meet such third party offer, Parks Canada may enter into an agreement with such third party on terms no more favorable than those offered to and declined by CBC pursuant to this clause.

2.03 CBC shall have full and exclusive control over the CBC Programs, including any technical, production and creative elements. With the exception of any Parks Canada Materials, CBC shall own all rights, including copyright, to the CBC Programs and its recordings.

2.04 CBC hereby grants to Parks Canada:

a) after CBC's initial telecast, the unlimited right for the remainder of the Term to incorporate excerpts of the Announcement Materials and Search Materials in Parks Canada Productions. Parks Canada shall use a maximum of three (3) minutes of the above-noted materials in any one Parks Canada Production.

   Once the excerpts of the Announcement Materials and Search Materials have been incorporated into the Parks Canada Productions, Parks Canada shall have the non-commercial, non-broadcast, exclusive and unlimited right to, and authorize others to,

exploit the Parks Canada Productions incorporating the Announcement Materials and Search Material excerpts, throughout the world, in any language, in perpetuity, including at on-site public performances at Parks Canada locations, Parks Canada seminars, exhibits, conferences and in other off-site activities, Parks Canada Web sites and closed-circuit viewing. For greater clarity, in the event that Parks Canada wishes to exploit the Parks Canada Productions on a commercial basis or on any broadcast media, all Announcement and Search Material excerpts must be removed from such Parks Canada Productions;

b) in the event that a Discovery does not take place before September 19, 2012, Parks Canada may, after the Search period, provide other media outlets with a total of five (5) minute excerpts of video or audio from the Parks Canada Materials and/or a total of fifteen (15) photographs from the Parks Canada Materials as part of a media advisory or press release, subject to Parks Canada providing CBC with a credit in accordance with Section 6.1 of the Administrative Agreement; and

c) during the Search period, Parks Canada may respond to media enquiries and issue brief advisories to the general media concerning the Search, but will not release any information relating to a topic which the Parties have determined to be impermissible and/or any new information relevant to the Search that has not been made available to CBC in advance. The Parties shall prepare guidelines prior to the Search period outlining permissible and impermissible topics. Impermissible topics include the precise location of the Search, route of the Search and any findings during the Search. In the event of any uncertainty surrounding whether a topic is permissible, Parks Canada shall meaningfully consult with CBC prior to responding to a media enquiry and/or issuing an advisory.

2.05 In the event of a Discovery:

a) each Party shall permit the other Party to use its communications technologies and shall assist the other Party in transmitting video and photographs related to the Discovery;

b) after CBC's initial telecast relating to the Discovery, CBC will grant Parks Canada the right to select up to two (2) minutes of footage from the CBC Discovery Materials and to allow other media outlets on a non-transferable and non-archival basis to incorporate this two (2) minute footage in their news programs for a maximum period of five (5) days after the Discovery Announcement;

c) CBC shall have the unlimited right to, and authorize others to, broadcast, telecast, transmit, distribute and exploit the CBC Discovery Materials, whether by itself or as incorporated into CBC Programs, and whether live or otherwise (at CBC's sole option), in any language, throughout the world in perpetuity, on any and all media now known or hereafter devised. With the exception of Parks Canada's rights in Section 2.05(f) below, such rights shall be exclusive to CBC;

d) Parks Canada shall have the unlimited right to, and authorize others to, broadcast, telecast, transmit, distribute and exploit the Parks Canada Discovery Materials, whether by itself or as incorporated into the Parks Canada Productions, and whether live or otherwise (at Parks Canada's sole option), in any language, throughout the world in perpetuity, on any and all media now known or hereafter devised. With the exception of CBC's rights in Section 2.05(e) below, such rights shall be exclusive to Parks Canada;

e) CBC shall have the unlimited and non-exclusive right to use the Parks Canada Discovery Materials in CBC Programs and, at CBC's discretion, in a live transmission format. CBC shall have the unlimited and exclusive right to, and authorize others to, broadcast, telecast, transmit, distribute and exploit the CBC Programs incorporating the Parks Canada Discovery Materials throughout the world, in any language, in perpetuity, on any and all media now known or hereafter devised; and

f) Parks Canada shall have the unlimited and non-exclusive right to use the CBC Discovery Materials in Parks Canada Productions and, at Parks Canada's discretion, in a live transmission format. Parks Canada shall have the unlimited and exclusive right to, and authorize others to, broadcast, telecast, transmit, distribute and exploit the Parks Canada Productions incorporating the CBC Discovery Materials throughout the world, in any language, in perpetuity, on any and all media now known or hereafter devised.

## 3.00 Accommodation Requirements

3.01 Parks Canada confirms that the following accommodation is available to CBC for the Search:

a) On the *Martin Bergmann* vessel:

i. 1 berth from August 9th, 2012 until September 18, 2012 (inclusive).

b) On the *Laurier* icebreaker vessel:

i. 1 berth from August 23rd to September 9th (inclusive).

c) For Gjoa Haven, King William Island:

i. Parks Canada will provide CBC with contacts and information for CBC to secure accommodation in Gjoa Haven for CBC crew; and

ii. the Parties shall enter into good faith negotiations with respect to the division and allocation of costs associated with securing transport for CBC crew members and equipment from the ground to the *Martin Bergmann* and *Laurier* vessels.

## 4.00 Connectivity Requirements

4.01 Parks Canada acknowledges that the following connectivity requirements are essential for CBC's recording of the Work and desire to broadcast in live format. Parks Canada shall use best efforts to accommodate and assist CBC, whether via third parties or otherwise, with the satisfaction of these requirements:

- The transmission of material between the *Martin Bergmann* and *Laurier* vessels (i.e. via CBC microwave or otherwise);
- The ability to interview the Parks Canada Search personnel live via Skype; and
- Space for CBC to mount and use cameras in the "lab" and/or the wheel house of the *Martin Bergmann* vessel.

Any material produced by the above-noted may be exploited by CBC throughout the world, in any language, in perpetuity, on any and all media now known or hereafter devised, whether or not actually incorporated into a CBC Program.

**5.00 Financial Contribution**

5.01 Parks Canada shall pay to CBC a cash contribution of $65,000 CDN (the "**Financial Contribution**"), in accordance with the terms of the Administrative Agreement.

5.02 Unless otherwise noted herein, any internal costs incurred by CBC in connection with the Work, the type and total of which shall be determined by CBC in its discretion, shall be the sole responsibility of CBC.



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## Appendix 2 – Communications Protocol

In the event of a Discovery, Parks Canada intends to impose an embargo to take place immediately. CBC agrees to respect the embargo imposed by Parks Canada, unless the embargo is violated or broken by another media organization or by any other person or entity subject to such embargo.



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CBC Radio-Canada

Martine Menard <martine.menard@cbc.ca>

# Following up

**Chuck Thompson** <chuck.thompson@cbc.ca> Thu, Sep 19, 2013 at 1:46 PM
To:
Bcc: martine.menard@cbc.ca

Hi

France forwarded me your email and here are the ansers to your questions:

1. Is this 2012 agreement with Parks Canada the only one in which Parks Canada paid CBC?
The only one, and for the record, it was a partnership with Parks Canada. They helped us gain access to locations and facilities in a remote part of the country that we could otherwise not have accessed to tell a great Canadian story.

2. Was CBC paid by Parks Canada or any other government department or agency when reporters and others were sent to cover the search for the Franklin in 2013?
CBC News was going to tell this story irrespective of their financial involvement. To be clear, Parks Canada had no say in any of our content on any platform and that is clearly spelled out in the agreement.

3. Was payment made by Parks Canada or any other government department or agency regarding coverage in the north in other years?
No.

4. How often does CBC accept payment in agreements that include news coverage? Never. Parks Canada, nor any other government department, pays CBC News for coverage.

5. What other groups have paid for coverage from CBC?
None.

6. Given that the Broadcasting Act section at 3 (1) (m) (iii) states that CBC's mandate is to "reflect Canada and its regions to national and regional audiences, while serving the special needs of those regions," is this not a case of CBC being paid by another government department to perform tasks that should be covered by the annual subsidy or in CBC terms Parliamentary appropriation?

As I've said, CBC News was going to tell this story whether or not Parks Canada wanted to get involved; their contribution was about helping CBC News gain access to a remote part of Canada to tell a great story.

Chuck Thompson
Head of Media Relations
CBC English Services

416-205-3747
416-509-3315 (cell)

CBC Radio-Canada Michel Hachey <michel.hachey@radio-canada.ca>

# Fwd: Franklin Expedition

1 message

**Martine Menard** <martine.menard@cbc.ca> Thu, Sep 19, 2013 at 7:12 PM
To: France Belisle <france.belisle@radio-canada.ca>, Michel Hachey <michel.hachey@radio-canada.ca>

svp ajouter à notre grille des enjeux - merci

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Martine Ménard
Senior Director / Première directrice
Corporate Communications / Communications institutionnelles
(613) 288-6184
martine.menard@cbc.ca

---------- Forwarded message ----------
From: <donald.boulanger@pch.gc.ca>
Date: Thu, Sep 19, 2013 at 2:25 PM
Subject: Re: Franklin Expedition
To: Martine Menard <martine.menard@cbc.ca>

Merci Martine.

Donald Boulanger
Gestionnaire, Citoyenneté et Patrimoine et Affaires du portefeuille
Communications stratégiques
Manager, Citizenship and Heritage and Portfolio Affairs
Strategic communications
Patrimoine canadien/Canadian Heritage
Tél.:819-994-2570
donald.boulanger@pch.gc.ca

From: Martine Menard <martine.menard@cbc.ca>
To: donald.boulanger@pch.gc.ca
Date: 19/09/2013 02:22 PM
Subject: Franklin Expedition

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PTI. Shaun est en contact avec MINO.

1. Is this 2012 agreement with Parks Canada the only one in which Parks Canada paid CBC?
The only one, and for the record, it was a partnership with Parks Canada.

They helped us gain access to locations and facilities in a remote part of the country that we could otherwise not have accessed to tell a great Canadian story.

2. Was CBC paid by Parks Canada or any other government department or agency when reporters and others were sent to cover the search for the Franklin in 2013?
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None.

6. Given that the Broadcasting Act section at 3 (1) (m) (iii) states that CBC's mandate is to "reflect Canada and its regions to national and regional audiences, while serving the special needs of those regions," is this not a case of CBC being paid by another government department to perform tasks that should be covered by the annual subsidy or in CBC terms Parliamentary appropriation?

As I've said, CBC News was going to tell this story whether or not Parks Canada wanted to get involved; their contribution was about helping CBC News gain access to a remote part of Canada to tell a great story.

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CBC Radio-Canada France Belisle <france.belisle@radio-canada.ca>

# Re: Media questions - URGENT

1 message

**France Belisle** <france.belisle@radio-canada.ca> 19 septembre 2013 10:56
À :
Cc : Chuck Thompson <Chuck.Thompson@cbc.ca>

Bonjour

My colleague Chuck Thompson in Toronto is responsible of this file.
I've sent him your request.

Have a good day,
France

France Belisle
Chef, Relations avec les médias et Gestion des enjeux/ Manager, Media Relations and Issues Management
france.belisle@radio-canada.ca
cell: 613.301.0552
bur: 613.288.6039

2013/9/19

Ms. Belisle, a few questions for you today. Our deadline is 2pm.

The attached document, an agreement between CBC and Parks Canada shows CBC being paid by Parks Canada for several things including

a) a documentary segment for The National
d) segments for nightly news on CBC and SRC

My questions are as follows

1. Is this 2012 agreement with Parks Canada the only one in which Parks Canada paid CBC?
2. Was CBC paid by Parks Canada or any other government department or agency when reporters and others were sent to cover the search for the Franklin in 2013?
3. Was payment made by Parks Canada or any other government department or agency regarding coverage in the north in other years?
4. How often does CBC accept payment in agreements that include news coverage?
5. What other groups have paid for coverage from CBC?
6. Given that the Broadcasting Act section at 3 (1) (m) (iii) states that CBC's mandate is to "reflect Canada and its regions to national and regional audiences, while serving the special needs of those regions," is this not a case of CBC being paid by another government department to perform tasks that should be covered by the annual subsidy or in CBC terms Parliamentary appropriation?

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Thanks you for your time

CBC Radio-Canada France Belisle <france.belisle@radio-canada.ca>

# KEY MESSAGES- Franklin expedition

1 message

**France Belisle** <france.belisle@radio-canada.ca> 20 septembre 2013 10:10
À : Chuck Thompson <Chuck.Thompson@cbc.ca>

Hi Chuck,

I've took your answers to and made key messages out of if.

Sending it to translation now. Let me know if these are fine.

France

**LOST FRANKLIN EXPEDITION: PARTNERSHIP BETWEEN CBC AND PARKS CANADA**

The partnership between CBC and Parks Canada was about helping CBC News gain access to a remote part of Canada to tell a great story.

CBC News was going to tell this story whether or not Parks Canada wanted to get involved.

CBC never accepts payment for news coverage.

Parks Canada had no say in any of our content on any platform and that is clearly spelled out in the agreement.

France Belisle
Chef, Relations avec les médias et Gestion des enjeux/ Manager, Media Relations and Issues Management
france.belisle@radio-canada.ca
cell: 613.301.0552
bur: 613.288.6039

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CBC Radio-Canada France Belisle <france.belisle@radio-canada.ca>

# Re: CBC and Parks Canada agreement for Franklin Expedition reporting

1 message

**France Belisle** <france.belisle@radio-canada.ca> 25 septembre 2013 13:50
À :
Cci : Chuck Thompson <Chuck.Thompson@cbc.ca>

Bonjour
My colleague Chuck Thompson is the contact person.
I will forward him your email.
Have a good day,
France

France Belisle
Chef, Relations avec les médias et Gestion des enjeux/ Manager, Media Relations and Issues Management
france.belisle@radio-canada.ca
cell: 613.301.0552
bur: 613.288.6039

2013/9/25
Sorry to bother you, first
requested by Blacklock's Reporter in Ottawa, showing that CBC accepted a $65,000 payment from Parks Canada as part of an agreement to cover the 2012 search for the remnants of the Franklin Expedition.

If you receive this message before 6 p.m. ET, would I be able to ask the following questions?

- The argument has been made that Parks Canada was merely reimbursing expenses incurred by CBC, although the documents refer to the $65,000 figure as a payment for "services" on which GST was charged. Why was the money accepted as a "service" charge?
- Although it seems likely that CBC would have reported on the story nonetheless (as the network has done in previous years), had this contract not existed would CBC have relied simply on reports from correspondent David Common, rather than dispatching Peter Mansbridge to the Arctic?
- The contract struck between CBC and Parks Canada refers to how the agreement was made "within government" in order to increase efficiency. In this case, did Parks Canada see CBC as another branch of government? From the contract:
    - *Through collaboration, CBC and Parks Canada can reduce their costs by efficiently using resources **within government** to improve planning and execution of their communications with the goal of ultimate delivering greater value to Canadians.*
- Is it common practice for CBC to accept cash payments from partners in order to reimburse expenses? For instance, while it is customary for news agencies to accept a free plane ride or a free icebreaker berth in order to report a story, does CBC make it a policy of accepting cash reimbursements when it is easier to do so?
- Does CBC ever contract out its services? I'm not insinuating that CBC "sells" news stories, but could an outside firm hire CBC as a consultant on a broadcasting or online project?

Any information you could provide would be much appreciated,

Regards,

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