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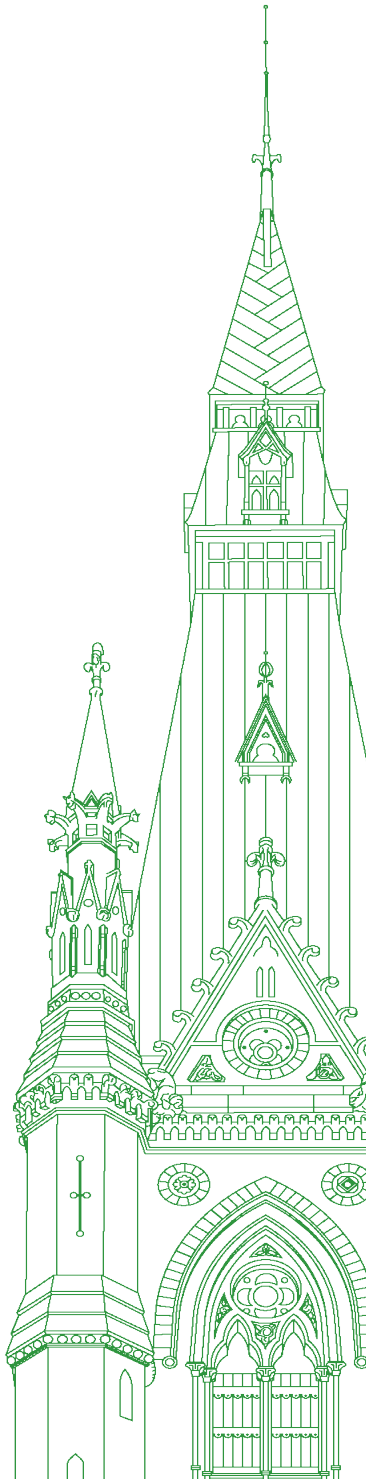

Chair: The Honourable Hedy Fry

Standing Committee on Canadian Heritage

Tuesday, November 29, 2022

● (1105)

[*Translation*]

The Chair (Hon. Hedy Fry (Vancouver Centre, Lib.)): Good morning, everyone.

I call the meeting to order.

Welcome to meeting number 57 of the House of Commons Standing Committee on Heritage.

I would like to acknowledge that this meeting is taking place on the unceded traditional territory of the Algonquin Anishinabe people.

[*English*]

Pursuant to the order of reference adopted by the House on Tuesday, May 31, the committee is resuming clause-by-clause consideration of Bill C-18, an act respecting online communications platforms that make news content available to persons in Canada.

Today's meeting is taking place in a hybrid format, pursuant to the House order of Thursday, June 23, 2022. Members attending in the room know what to do. You've done it so many times before. Members with us virtually also know what to do, as they've done it so many times before as well.

Please wait until I recognize you by name. For those participating by video conference, click on the icon at the bottom. Please remember that all comments should be made through the chair.

Before we start, I wanted to convey on your behalf our condolences to Peter on the passing of his mother. Peter, our thoughts are with you. It must be very hard losing a parent. I know. We are all thinking about you and are with you in this moment of grief.

Mr. Housefather, your hand is up.

Mr. Anthony Housefather (Mount Royal, Lib.): Thank you, Madam Chair.

If this is the appropriate time, I think I have unanimous consent in the room—I hope from my friend Mr. Julian as well—to put forward a brief motion on our safe sport study to summon certain documents. I know my friend Mr. Champoux wants to make a friendly amendment right afterward.

Madam Chair, if it's okay with you and the committee, I'd like to move:

> That, in relation to the study of safe sport in Canada, the committee send for the minutes of all board meetings that have taken place since Monday, January 1, 2018, including in camera minutes, whether in approved or draft form, from each of the following organizations: (a) Gymnastics Canada; (b) Canada Soccer; (c) Bobsleigh Canada Skeleton; and that all documents be sent to the clerk of the committee by 4 p.m. eastern standard time on Thursday, December 15, 2022.

Mr. Champoux has a friendly amendment that I'm very happy to accept.

[*Translation*]

The Chair: Mr. Champoux, go ahead.

Mr. Martin Champoux (Drummond, BQ): Thank you, Madam Chair.

Mr. Housefather, thank you for your openness.

We would like to add three sports associations to Mr. Housefather's motion.

After “(c) Bobsleigh Canada Skeleton;” we propose adding: “(d) Swimming Canada; (e) Skate Canada; (f) Rugby Canada;” The rest of the motion would remain unchanged.

Thank you.

[*English*]

The Chair: Are you cool with that?

Mr. Anthony Housefather: Yes.

The Chair: Perhaps we can speak to the motion.

Does anyone wish to say anything? Do we have a comment? No.

Mr. Shields, is your hand up?

Go ahead, Marilyn.

Ms. Marilyn Gladu (Sarnia—Lambton, CPC): I definitely support this motion. It's important that we get these things by December 15, because they have to be translated for the committee. I think that's a reasonable thing to do while the rest of us are enjoying our Christmas holidays.

The Chair: Thank you.

Does anyone else wish to say something?

Go ahead, Mr. Shields.

Mr. Martin Shields (Bow River, CPC): Thank you.

To clarify the date.... I understand what my colleague is saying about having it translated, but that is a six-week time period before we have an opportunity to deal with it. Are we jamming them up by making it too tight? If it was another two weeks, we'd still have four weeks for it to be translated. We have our organizations out here, and that's a very short timeline.

I'm asking in the sense of.... I want to do it and I understand it, but we have a six-week time period for them to get here and be translated. Is that timeline too tight?

The Chair: Let's discuss that.

Go ahead, Martin.

[*Translation*]

Mr. Martin Champoux: I'm very willing to support what is being proposed. I don't think we will be meeting over the holidays to consider this. Also, one of the concerns that we heard from our colleague Mr. Housefather is that adding federations would give the translation team a lot of work. I am quite open to Mr. Shields' proposal to push back the deadline. But what date would be appropriate? I'll let you be the judge.

Mr. Anthony Housefather: I was thinking of the translators. If they get the documents quickly, it will make their job easier because they will have six weeks to translate them instead of four. I thought the minutes of these organizations already existed. We are asking for documents that exist, not to create new documents.

[*English*]

I thought it wouldn't be that difficult for them. Because we're passing it today, they have more than two weeks to get us documents that exist. I think we would all be flexible if one of them came back and said they wanted a later date.

If it's okay, I would rather leave the date at December 15 to give the translators six weeks to translate everything.

The Chair: Does that satisfy your question, Mr. Shields?

Mr. Martin Shields: Yes.

The Chair: Now we're going to deal with Martin's amendment—

[*Translation*]

Mr. Peter Julian (New Westminster—Burnaby, NDP): Madam Chair, I have had my hand up since the beginning.

[*English*]

The Chair: Oh, I am so sorry, Peter. I didn't notice you with the bright red wall behind you. Go ahead.

Mr. Peter Julian: It's not red. It's NDP orange, Madam Chair.

The Chair: Well, it's a colour that's confused. Thank you.

Voices: Oh, oh!

Mr. Peter Julian: I would beg to disagree with you, Madam Chair. I think the colour is very clear and not confused at all.

I support the motion by Mr. Housefather and the timelines involved. The organizations maintain minutes. It's not as if we're asking them to put together something new. This is something that should be absolutely available to us. At the same time, we do need to give translation teams the opportunity to go through the minutes and actually translate them. That will take a number of weeks. If we then choose in February, when we reconvene, to continue this study and broaden it, as I think as a committee we've already indicated, then I think this is the best approach. The timelines are good.

● (1110)

[*Translation*]

I was thinking of proposing the same thing Mr. Champoux did, which was to add some national organizations. I am glad he proposed that amendment to Mr. Housefather's motion.

I think we have everything. It is the responsibility of the committee to request the minutes and then have them translated. That will enable us to address this issue when we return in February.

I support the amendment and the motion.

[*English*]

The Chair: We'll have Ms. Thomas and then Martin.

Mrs. Rachael Thomas (Lethbridge, CPC): Great. We're talking about the amendment. Is that correct?

The Chair: We're talking about the amendment that Mr. Champoux brought in.

Mrs. Rachael Thomas: Perfect. Thank you.

I agree with adding rugby, skating and swimming.

I'm curious if Mr. Housefather can help clarify something. Right now, the status of women committee is also doing a study with regard to safe sport. I'm just wondering how we see these two committees potentially working together or being complementary in terms of this study as we proceed going forward.

The Chair: Would you like to answer that question, Anthony?

Mr. Anthony Housefather: I can only say that I totally agree that we need to work together. I've let Ms. Vecchio, who's the chair of the status of women committee, know exactly what I was hoping to do, and to get the minutes. She was very supportive of that.

I hope we find a way that we do collaborate, because I think it's important for the two committees to work together and amend each other's work, and not divide it and end up duplicating things.

I'm in total agreement. I also let her know that her committee could then also use the work of our committee. If they want to see the minutes, they could ask for them too, and they would already be ready.

Mrs. Rachael Thomas: Right now I see two committees wanting to do really great work. Bringing forward witnesses would of course be an essential part of that process. At the status of women, some of the witnesses they have or are intending to bring forward are those who were victims.

I'm concerned about having these individuals testify at both committees, when perhaps we could accomplish both of our ends, which I actually think perhaps need to be defined. One of my questions would be whether we have a goal different from the goal of the status of women committee. Is there a way that we hold our committees together or potentially work together so that these individuals, particularly those who are victims or survivors, would only have to come once rather than twice?

The Chair: I would like to suggest that we could find a way to discuss with the status of women committee how we could avoid double-victimizing victims. We could have them come at different times, perhaps. I don't know; maybe the clerk can give us an answer.

I don't think we should form a joint committee, but can we attend these committee hearings? The victims would be there in camera and we would have to be able to get permission to do that. How would we do that?

The Clerk of the Committee (Ms. Aimée Belmore): I can certainly do a little bit of research and come back to you with an answer on that.

I know there's a way to do a joint committee meeting. You could also simply attend each other's meetings. Any member of Parliament has the right to attend meetings. It depends on how official.... You can also pass motions to allow the evidence and documents given from one committee to be used in another committee's report.

Those are a few avenues, but I can certainly undertake to do more research.

The Chair: It would be good if you could give us that information.

However, I need to point out, Mrs. Thomas, that we have a mandate for this study. It was agreed on quite a while ago.

Mr. Housefather is just putting forward a motion with regard to the already agreed upon mandate to study safe sport, which this subcommittee and full committee had agreed to.

Go ahead, Martin.

● (1115)

[*Translation*]

Mr. Martin Champoux: I find Ms. Thomas' question extremely relevant. There are a lot of sensitive aspects to this issue. The motion on the table only asks for the minutes of the sports organizations and federations. At this stage, what we want are the minutes. We will then determine what we need to do based on what we find. It will be up to the committee to follow up.

I think at that point it will be very important to do it in collaboration with the Standing Committee on the Status of Women because of the sensitivity of the subject matter and the people who will be called to testify.

[*English*]

The Chair: Thank you.

Go ahead, Marilyn.

Ms. Marilyn Gladu: Thank you, Chair.

Maybe I can shed some light.

When I was chair of status of women, we were looking into the sexual misconduct in the military at the same time that the defence committee was looking into the same subject. We were very clear about our scope, in terms of determining what needed to be done to better support survivors. The defence committee was looking at what changes were needed in the CAF to address it.

I think that as long as we are clear on what our objective is and they are clear on theirs, we did agree to then share the witness testimony jointly between committees in order to minimize the trauma to those survivors.

The Chair: Thank you.

Before I go to Michael Coteau, Clerk, do we have the original motion wherein the committee agreed to do the study? Would that have a clear mandate in it?

The Clerk: The original motion was to look into Hockey Canada. The subsequent motion was to look into safe sport in Canada, which was passed on September 20. I can read out to you if you wish.

The Chair: Please do.

The Clerk: If you will please bear with me, I just need to load that particular—

The Chair: With regard to what Marilyn said, if we know what our mandate is and what FEWO's mandate is, we can come up with a decision on how we don't duplicate.

I want to add that my concept of a safe sport study wasn't only about sexual harassment. It was about bullying and it was about.... I have spoken to many people in gymnastics who told me that they suffered from anorexia because they were always bullied into feeling that they had put on a pound or two. There is a huge amount of stuff to go into, rather than just sexual misconduct.

The Clerk: Thank you for your patience. The motion that was adopted, which enlarged and expanded the original mandate of the committee, was:

> That the committee's study of Hockey Canada's involvement in alleged sexual assaults committed in 2018 be expanded to include all matters related to the administration of Hockey Canada and other national sporting federations; and that the title of the study be amended to “Safe Sport in Canada”.

That's the entirety of the motion.

The Chair: All right. This sounds like it's about the administration of these groups—Hockey Canada and the others.

Go ahead, Michael.

Mr. Michael Coteau (Don Valley East, Lib.): I'm okay. Thank you.

The Chair: Peter, do you wish to say anything?

Actually, it does look like orange now, Peter. There's a change in light behind you.

Mr. Peter Julian: Absolutely, Madam Chair. If I invite the committee to my living room, that's what they'll see: bright NDP orange everywhere.

I think we've come to a consensus. I certainly agree with the comments around working with the status of women committee as well, and I think the comments were well founded from every member of the committee. I hope that this information will be useful to determine the next steps in our study.

The Chair: Thank you.

Now if we have no further hands up, I would like us to vote on the amendment. Is there anyone opposed to the amendment from Mr. Champoux?

(Amendment agreed to [*See Minutes of Proceedings*])

The Chair: Now we're going to vote on the amended Housefather motion. Is anyone opposed?

(Motion as amended agreed to [*See Minutes of Proceedings*])

The Chair: Thank you very much.

Now we will proceed to the business of the day.

I would like to note that present in the room is Mr. Ripley. We were told you were going to be late because you were doing another clause-by-clause meeting.

We have Mr. Ripley, Mr. Sabbagh, Madam Paré and Pierre-Marc Lauzon. Here we have all of the people who can give you the information you want to get, so we shall proceed.

When we left off last—and thank you very much, Kevin, for chairing that committee—

● (1120)

Mr. Kevin Waugh (Saskatoon—Grasswood, CPC): They were all on their best behaviour.

The Chair: Well, they know they have you to deal with.

Mr. Kevin Waugh: Exactly.

The Chair: I think we are now moving to NDP-9, according to my notes. I think that was moved by Mr. Julian.

Do you all have NDP-9 in front of you? Okay.

Go ahead, Peter.

[*Translation*]

Mr. Peter Julian: Thank you very much, Madam Chair.

This amendment was suggested by the Fédération nationale des communications et de la culture.

We suggest two things: limit the duration of the interim order to one year and provide for public consultation. This would bring more transparency.

The bill does not set a limit on the interim order. If there were a one-year limit, there would be no loopholes and it would prevent us from going from one interim order to another *ad infinitum*.

[*English*]

The two components of this are to increase public transparency by having the possibility of public consultations, a very important element around interim orders, and then to ensure that interim orders cannot continue for more than one year. Therefore, it's no longer going to be a loophole that they could potentially use.

With those two components, and with thanks to the Fédération nationale des communications et de la culture, I move NDP-9.

The Chair: I see no hands up to discuss NDP-9.

Is there a hand that I did not notice?

Yes, go ahead, Mrs. Thomas.

Mrs. Rachael Thomas: I just want to clarify something with the mover.

My understanding of this is that essentially we're setting a sunset clause that creates greater transparency and accountability, but also an opportunity to revisit.

Is that part of this?

Mr. Peter Julian: It would mean that an interim order couldn't continue for more than a year. I would suggest that it's not so much a sunset clause as a limitation on interim orders so that they can't be used as a loophole. There would have to be valid reasons for that interim order. To add the element around public consultations is important, but that is something that the commission can fix and put into place as well.

I would suggest that it's limiting a loophole and ensuring more public transparency.

Mrs. Rachael Thomas: Thank you.

Just to clarify once again, the public consultations would be around the exemption order, so basically members of the public would be given an opportunity to pipe up as to whether or not they feel the exemption should be granted to a DNI.

Mr. Peter Julian: Yes.

Mrs. Rachael Thomas: I'll ask a question to Mr. Ripley. How would this practically roll out in terms of a public consultation around something like this?

Mr. Thomas Owen Ripley (Associate Assistant Deputy Minister, Cultural Affairs, Department of Canadian Heritage): Thank you, MP Thomas.

Through the chair, if I may, the framework as intended in the bill is again to incentivize digital news intermediaries and news businesses to come to voluntary agreements in relation to the exemption criteria. The idea is that the CRTC would assess the agreements in relation to those exemption criteria.

The power to issue an interim exemption was a recognition that in doing that assessment, the CRTC could conclude that a platform was close but, for example, may be missing a degree of regional representation or something like that. The idea behind an interim order was that rather than it being “no exemption, and now you must go to mandatory bargaining”, it's a tool to provide to the to CRTC to say, “Your agreements fall short in this particular area. You have a period of time to go and rectify that, and then essentially we will reconsider whether you merit an exemption.”

If I understand MP Julian's amendment on the table, it's, one—as he has indicated—to specify that the interim exemption period cannot last longer than a year. My understanding of the consultation language that is being proposed is that it would essentially require the CRTC, prior to concluding whether the DNI merits an exemption at the end of the interim period, to go back and do another consultation. I think that's our understanding of the amendment, but I certainly defer to MP Julian if he has a different intention in mind. Partly that's because, based on the amendment that this committee passed last time we were here, there will already have been a public consultation on the question of whether an exemption should be granted or not.

In summary, there's public consultation on exemption; then CRTC issues an interim order, and then our understanding of what MP Julian is proposing is that prior to rolling that over into a longer exemption order or not, there would have to be a subsequent second consultation.

● (1125)

Mrs. Rachael Thomas: Thank you.

In practical terms, are you able to help me understand just what a public consultation by the commission looks like? Do we have another example of this being done by the CRTC?

Mr. Thomas Owen Ripley: I would say that there is a spectrum of consultation that the CRTC does. It could mean providing an opportunity for stakeholders to make written submissions, and then essentially the CRTC conducts a paper process based on the written submissions. A public consultation with this kind of language—"to be held at a time and place in Canada to be fixed by the commission"—is short form for saying that there must actually be a public hearing where the CRTC, in a physical place, has to conduct a hearing and provide an opportunity for stakeholders to come and make representations in person. It's a full public consultation, not just a written process.

The Chair: Thank you.

I see no further hands up, so I shall go to the question.

(Amendment agreed to [*See Minutes of Proceedings*])

The Chair: Shall clause 12 as amended carry?

Mrs. Rachael Thomas: No.

The Chair: Did somebody say something?

Mrs. Rachael Thomas: I said no.

The Chair: Are you the only person saying no on your side of the fence?

Mrs. Rachael Thomas: We're asking for a roll call.

(Clause 12 as amended agreed to: yeas 7; nays 4)

The Chair: Shall clause 13 carry?

Mrs. Rachael Thomas: No.

The Chair: I hear "no" on this side. Shall we go with clause 13, Clerk, and ensure that it's carried?

(Clause 13 agreed to: yeas 7; nays 4)

● (1130)

The Chair: Shall clause 14 carry?

Mrs. Rachael Thomas: No.

The Chair: Again, please call the vote, Clerk.

(Clause 14 agreed to: yeas 7; nays 4)

The Chair: Thank you.

Shall clause 15 carry?

Mr. Kevin Waugh: No to all of them.

The Chair: You're consistent, Mr. Waugh.

Go ahead, Martin.

[*Translation*]

Mr. Martin Champoux: Would it be possible, Madam Chair, to have the unanimous consent of the committee to combine clauses 15, 16, 17, and 18, to which no amendments are proposed? We would then have one vote on those four clauses.

[*English*]

The Chair: I don't see any reason why we shouldn't, since the Conservatives have indicated that they would vote "no" to all of them. Would you like to call a vote on clauses 15, 16, 17 and 18, please, Clerk?

The Clerk: You would need unanimous consent to regroup the clauses.

The Chair: Would the Conservatives agree to unanimous consent to carry the vote as it is?

No? All right. We're going to have to vote on each of them, then. I'm sorry.

[*Translation*]

Mr. Martin Champoux: I am sorry, Madam Chair. I must have misunderstood, but I heard the other deputy chair of the committee say that they were going to vote against each of the clauses. I mistakenly assumed that there was a desire to group them together.

Thank you, Madam Chair.

[*English*]

The Chair: Thank you.

Begin, please, Madam Clerk.

The Clerk: We're on clause 15.

The Chair: Yes, it's clause 15.

(Clause 15 agreed to: yeas 7; nays 4)

(Clause 16 agreed to: yeas 7; nays 4)

(Clause 17 agreed to: yeas 7; nays 4)

The Chair: Shall clause 18 carry?

(Clause 18 agreed to: yeas 7; nays 4)

(On clause 19)

The Chair: Now we go to clause 19.

If NDP-10 is adopted, BQ-2 cannot be moved, due to a line conflict.

Go ahead, Mr. Julian.

● (1135)

Mr. Peter Julian: Thank you very much, Madam Chair.

What NDP-10 sets out is a bargaining process in terms of timing. It closes a potential loophole within Bill C-18. Right now, the amount of time that it would take for each step is uncertain. What that would lead to is a modification on page 8, lines 2 to 11, starting off with:

> (a) negotiation or bargaining sessions over a period of up to 90 days;
>
> (b) if the parties are unable, within the negotiation or bargaining period, to reach an agreement, mediation sessions of up to 120 days, beginning on the day after the end of the negotiation or bargaining period; and
>
> (c) if the parties are unable, within the mediation period, to reach an agreement and at least one of the parties wishes to initiate arbitration, final offer arbitration for a period of up to 45 days, beginning on the day after the end of the mediation period.

This amendment also foresees that “the Commission”, upon “request of the parties” can extend any of the periods that are set out. Basically, it pushes big tech to reach agreements. They can't skate around the ice and rag the puck. Because it does go to final arbitration after each of these periods is completed, it does compel that level playing field. I think so many of our small media across the country are looking for timelines that push big tech to negotiate those agreements.

That is the intent around NDP-10. I believe Mr. Housefather has a technical amendment that I believe I'll welcome. Hopefully we can pass a vote on NDP-10.

The Chair: All right. I have Mr. Champoux first.

[*Translation*]

Mr. Martin Champoux: Thank you, Madam Chair.

My NDP colleague's amendment is almost perfect. Obviously, Amendment BQ-2 was perfect, but I think my colleague Mr. Julian's amendment is very good.

Subclause (1.1) that he proposes reads, “On request of the parties, the Commission may extend a period provided for in any of paragraphs (1)(a) to (c).” I propose to replace the words “of the parties” with “of both parties”.

[*English*]

The Chair: Thank you.

[*Translation*]

Mr. Peter Julian: Thank you, Madam Chair.

I recognize the good faith of Mr. Champoux in proposing this amendment, but our amendment already provides that the commission can extend the period with the agreement of both parties. I understand his proposal, but that is already covered in our amendment.

Mr. Martin Champoux: I would like to make a clarification.

In the English and French versions, it says “the parties” and “les parties”, but for clarity and precision I would have liked to see “les deux parties” added.

Indeed, if this were to be a matter of dispute, the debate would not be very long. It is a suggestion. If my colleague accepts my friendly subamendment, we could adopt his amendment quickly.

Mr. Peter Julian: I have no objection, Madam Chair.

[*English*]

The Chair: Thank you, Mr. Julian.

Go ahead, Mr. Housefather.

Mr. Anthony Housefather: Thank you, Madam Chair.

I also have what I think will be a friendly amendment to Mr. Julian's very good amendment. It is basically to remove the words “up to”.

● (1140)

[*Translation*]

The other option is to remove the word “maximal”, “of up to”, from all three paragraphs. I think it will create confusion if you have a period that goes up to a certain time, or a maximum period. It would mean that there could be a different period of days. I don't see how the parties are necessarily going to know when to switch to one or the other, or whether it can be 45 days rather than 90 days.

[*English*]

The end result is the same. The only reason you won't get to 90 days is if the parties are able to reach agreement before 90 days or if they both agree that they want to move past it, but if you have one party that's still in and one party that wants to move past it and says, “Well, it's 'up to' ”, then you'll have a confusion.

I think it's simpler just to say “a period of” 90 days, 120 days and 45 days. Obviously, if the parties agree to do something different, the parties agree to do something different.

At any rate, that was my thinking. I think it creates confusion to have “up to”.

Thanks, Mr. Julian, for considering that.

The Chair: Thank you.

We have an amendment and then a subamendment.

Mr. Champoux, is your amendment being removed, or has it been agreed on by Mr. Julian? I don't know; that's fine—

[*Translation*]

Mr. Peter Julian: Madam Chair, I believe that in both cases these are technical amendments. I have no objection because it improves and clarifies the amendment. I have no objection to either.

I do not think it changes things profoundly. It simply clarifies the language in both cases.

[*English*]

The Chair: I still have to call the vote on them.

Does anyone oppose these amendments?

No? Everybody's good? Therefore....

Yes, Ms. Thomas.

Mrs. Rachael Thomas: Thank you.

I believe as a committee we are only able to consider one subamendment at a time. Each needs to be voted on before we can proceed to the next.

The Chair: I realize that. I got the sense that everyone seemed to be in agreement, but I am wrong with that sense, because obviously you are not in agreement, so let us call the vote on Mr. Champoux's subamendment. The subamendment is on proposed subclause 19(1.1), that it be on request of "both" parties.

Do I hear any opposition to the subamendment?

(Subamendment agreed to [*See Minutes of Proceedings*])

The Chair: Now we go to the subamendment from Mr. Housefather, which removes the words "up to" in proposed paragraphs 19(1)(a), (b) and (c).

Is there any opposition?

(Subamendment agreed to [*See Minutes of Proceedings*])

The Chair: Shall the motion as amended carry?

Yes, Ms. Thomas.

Mrs. Rachael Thomas: Sorry. That's one subamendment, but then there's another subamendment needed. Was that both of them that we—

The Chair: The one from Mr. Housefather we just voted on.

Mrs. Rachael Thomas: Okay. Then when appropriate, I would wish to speak to the amendment as amended.

The Chair: All right. On the motion as amended, go ahead.

Mrs. Rachael Thomas: Thank you.

I have a quick question for the officials, just to make sure we understand this section.

Paragraph 19(1)(b) in the bill as it stands says that it has to be done "within a period that the Commission considers reasonable". I'm just curious as how that would be determined.

Mr. Thomas Owen Ripley: Thank you, MP Thomas.

If I've understood the question, right now the bill as drafted specifies that it's a period that the commission considers reasonable. That would be in respect of the CRTC's impression of how the mediation and bargaining sessions are going. The bill as drafted intended to leave that to the discretion of the CRTC to move things along, basically, when the CRTC was of the opinion that the parties had exhausted bargaining and exhausted mediation.

MP Julian's amendment would change that and would specify a definitive period of time for each step of that process.

Mrs. Rachael Thomas: Thank you.

How common is this term "considers reasonable", then, versus defining that period of time, which is the language of the amendment on the table? I'm wondering how that compares with other legislation of this nature. Is it common that we would use language like that and allow it to be up to the governing body, in this case the CRTC, to determine what that reasonable time frame looks like, or is it more common in legislation that there is a defined period of time, as Mr. Julian has proposed?

● (1145)

Mr. Thomas Owen Ripley: The example we have is that the CRTC does oversee this kind of bargaining framework in the broadcasting system. There they do have a degree of discretion, again, to manage that process.

In part, the government drafted the bill as it stands because you could hypothetically have a situation in which it's very clear that one party is not interested in bargaining or one party is not interested in mediation. Therefore, it would be open to the CRTC to move the process along more quickly. That's why it was left in. There was a degree of discretion for the CRTC in being able to kind of read the state of the negotiations and move things along when it made sense, given the positioning of the parties.

Mrs. Rachael Thomas: Thank you.

The Chair: Go ahead, Kevin.

Mr. Kevin Waugh: Madam Chair, I am concerned.

Mr. Ripley, as you know, the CRTC has taken their time on many licences with radio and television. I'm just a little concerned on this, because I'll give you a recent one: The CBC licence took far longer than it should have.

Are we getting bogged down when this kind of thing comes to the CRTC? We're expecting, as it says here, a limited amount of time, and yet, as we've often seen with the CRTC, it can take months if not a year or two longer to do these mediation processes. Am I wading into something I shouldn't, or am I reading the CRTC correctly from what I've seen in the past number of years?

Mr. Thomas Owen Ripley: Thank you, MP Waugh.

Through the chair, indeed the government wanted to signal that it's not open for these processes to run on forever. That's the language about a "reasonable" period of time. It's to indicate that the CRTC is under that obligation to move things along.

I would also note that the CRTC does have regulation-making powers to provide a degree of additional clarity on the process in the bill.

The Chair: Go ahead, Ms. Gladu.

Ms. Marilyn Gladu: Thank you, Chair.

If I understand, then, I would like to have a defined period of time rather than leave it to the CRTC, but if at any of these steps people went over time when they were making good progress but things happened, such as people getting sick, if both parties agreed, they could request an extension of that period for that step. Then they would be all set to move forward.

Am I getting it?

Mr. Thomas Owen Ripley: Through the chair, thank you, MP Gladu.

That is correct. To our understanding of new subclause 19(1.1), if they are on the cusp of a breakthrough in a mediation session, for example, and they need a few more days, if they are both in agreement, they could request going beyond the period specified in MP Julian's amendment.

The Chair: Seeing no other hands up, I shall call the question.

(Amendment as amended agreed to: yeas 8; nays 2 [*See Minutes of Proceedings*])

● (1150)

The Chair: NDP-10 is carried as amended, so that means BQ-2 shall not be voted on.

We go to CPC-15, and we have Mrs. Thomas.

Mrs. Rachael Thomas: With CPC-15, basically the idea is to consider both sides of the negotiating process. There are two entities that are being brought to the table, the DNI and the eligible news business. They are entering into a negotiation, and of course coming to an agreement with regard to the value of news being spread or shared on these platforms.

This amendment asks for true negotiation to be engaged in, which means that both sides of the coin get to be considered. If there is value that is added to the DNI, value gained because the news source is being offered, that is one side. The other side is that if the DNI is offering value to the news source, then that also should be considered. That currently is left out of this legislation.

Again, it looks to truly create an opportunity for bargaining that is not a one-sided negotiation but rather a two-sided negotiation.

I'll leave it there for now, but I do have questions for the officials.

The Chair: Thank you.

Go ahead, Mr. Bittle.

Mr. Chris Bittle (St. Catharines, Lib.): Thank you so much, Madam Chair.

We've discussed this aspect of Bill C-18 a lot. It allows parties to reach deals that focus on the use of the content and benefit them both. This amendment, we believe, narrows the scope of what compensation is. We think this may actually lower the value deals for publishers. We've been clear that it's not for the government to determine the conception of value; it's for the parties to come to the table and negotiate on what value is.

Like previous amendments we've seen before this committee, this amendment only benefits the platforms and foreign tech giants. Unfortunately, time and time again, as we're slow-rolling through this bill, the Conservatives seem to want to give platforms the ability to tell news organizations how much they'll get.

I think the rest of the parties have demonstrated that we believe we need to rein in foreign tech giants. It's unfortunate that there's one party here that doesn't share that belief.

The Chair: Thank you, Mr. Bittle.

I don't see any other hands up.

Mrs. Thomas, did you want to ask a question of the officials?

Mrs. Rachael Thomas: Yes. I have one question for clarification around this amendment that's being moved.

The bill in its current form reads as follows:

> The bargaining process is limited to matters related to the making available, by the digital news intermediary in question, of news content produced by a news outlet that is identified under section 30....

On phrases “making available” and “by the digital news intermediary”, I want to confirm that in this current legislation as it is stated now, there is no consideration given to the value that a DNI might be offering a news source.

Mr. Thomas Owen Ripley: Thank you, MP Thomas.

Through the chair, the relevant provision on the value exchange is at clause 38. Clause 38 acknowledges that the value exchange goes both ways. It says:

> the value added, monetary and otherwise, to the news content in question by each party, as assessed in terms of their investments, expenditures and other actions in relation to that content;

and then paragraph(b) of clause 38 talks about

> the benefits, monetary and otherwise, that each party receives from the content being made available....

Clause 38, which is relevant when we get to the final offer arbitration part of the process, recognizes that there is value that flows both ways.

The bargaining framework, as contemplated right now by the bill, leaves a degree of discretion for the parties to determine, through bargaining or mediation, what the appropriate agreement is that makes sense in light of the objectives of both parties.

It's only when you get to that final offer arbitration element that the bill is prescriptive about how a final offer arbitration panel is to come to a conclusion. Clause 19 intentionally leaves a degree of space for parties to come to agreements that make the most sense to them.

● (1155)

Mrs. Rachael Thomas: Mr. Ripley, just to be very clear, if clause 38 allows for a value exchange, why wouldn't that be protected or stated within clause 19?

Mr. Thomas Owen Ripley: Thank you, MP Thomas.

Recognizing that final offer arbitration is the final step in the bargaining process if parties are unable to agree informs, in part, the previous bargaining. Parties know that if they get to that final step, a final offer arbitration decision will reflect that value exchange.

I certainly don't want to speak to your intention on moving the motion before us, because I heard your explanation. However, when I look at the motion as drafted, I see that it speaks to "the value to the digital news intermediary of making available to persons in Canada...." From my perspective, it speaks to one element of clause 38, but it doesn't speak to the value in the news content, and then conversely the benefits derived from both parties. In my opinion, it would speak to one element of that. Therefore, there perhaps is a degree of tension with clause 38, which has a broader conception of that value exchange.

Mrs. Rachael Thomas: Am I understanding you correctly, though, that the value exchange on both sides of the coin is only mandated in final arbitration right now? It's not outlined as a part of self-initiated bargaining process. Is that correct?

Mr. Thomas Owen Ripley: That is correct. The value exchange is only necessarily considered at the final offer arbitration stage.

Again, the act is constructed in a way to leave as much room as possible for parties to come to voluntary commercial agreements prior to that final offer arbitration stage, where an arbitral panel is essentially making that determination for them.

Mrs. Rachael Thomas: I'm sorry, but coming back to this, I just don't know that I have a clear answer as to why it wouldn't be a part of clause 19. It's going to be in clause 38 that upon final arbitration, both sides of the coin are going to be considered there, but both sides of the coin aren't going to be considered prior to that, or at least aren't mandated to have that be the case. Is that correct?

Mr. Thomas Owen Ripley: The intention is certainly that parties come to the table understanding that the value exchange flows both ways. It's not to preclude that, MP Thomas, but clause 19 was intentionally not limited, for example, to financial compensation. It acknowledged that it's up to the parties to determine what that appropriate agreement could look like, and that could include a number of things, including financial compensation, but also non-monetary elements of the agreement as well.

Again, the goal was not to be prescriptive but to provide the parties with flexibility to come to agreements that make the most sense until that final step.

● (1200)

Mrs. Rachael Thomas: Okay. Thank you.

The Chair: Thank you.

Seeing no hands up, Clerk, please go to the vote on CPC-15.

(Amendment negatived: nays 7; yeas 4 [*See Minutes of Proceedings*])

The Chair: CPC-15 does not carry.

Shall clause 19 as amended carry?

I see nays on the other side, so can we call the question, please, Clerk?

The Chair: (Clause 19 as amended agreed to: yeas 7; nays 4)

The Chair: Now we have a proposed new clause, clause 19.1, and we have NDP-11.

Go ahead, Mr. Julian.

[*Translation*]

Mr. Peter Julian: Thank you very much, Madam Chair.

The paragraph we propose to add is:

19.1 Any provision in a covered agreement respecting payments to be made by a digital news intermediary to a news business must be based solely on the editorial expenditures of the business.

This proposal comes from Canada's independent online news publishers, which include new media, metropolitan media and several publications from across Canada.

[*English*]

The independent online news publishers of Canada have made this suggestion in terms of improving the fairness around the formula. I think we've succeeded as a committee, Madam Chair, in adding transparency to Bill C-18 and closing a lot of the loopholes.

The fair-funding aspect is extremely important to the independent online news publishers of Canada right across the country. I wanted to shout out to the Burnaby Beacon and the New West Anchor, two of those online publications that do very good work in our community.

The essence of the amendment is to focus on editorial expenditures, on journalists. The payments should really be made in terms of setting staff time and freelance contract labour in journalism. That is why they made the suggestion to put in place a level playing field.

In terms of the appropriate number of editorial expenditures to be covered, we saw in the Australian example that we're talking about 30% to 35% of editorial expenditures. In other words, what this amendment would do is put in place a fair-funding formula based on editorial expenditures, something that is alluded to in the bill but isn't as clear as this amendment would make it.

With thanks to the independent online news publishers of Canada, I move NDP-11, an amendment that would ensure that payments are based solely on editorial expenditures, on the actual provision for journalism in the business.

Thank you.

● (1205)

The Chair: Thank you, Peter.

Go ahead, Mr. Bittle.

Mr. Chris Bittle: Thank you so much, Madam Chair.

I guess my comments relate to both NDP-11 and PV-3, if we get there.

In Bill C-18, platforms must negotiate over the ways they make news content available. It allows parties to reach the deals that focus on the use of content that benefits them both.

This amendment shifts the focus of compensation from a broad conception of the value of news content to the DNI, to a narrow concept of cost of production. Editorial expenditures, as a measure for fair compensation, could be perceived as a tax on platforms, which could lead to trade and legal concerns. It could also discourage innovation by only rewarding established forms of news production, such as conventional newsrooms. This will likely undermine the compensation that is paid through the regime.

As we've said before, we should leave it to the parties to negotiate freely. We shouldn't be too restrictive in this bill.

The Chair: Thank you.

I see no other hands up.

Shall NDP-11 carry?

(Amendment negatived: nays 10; yeas 1)

The Chair: Shall PV-3 carry?

Go ahead, Mr. Morrice.

Mr. Mike Morrice (Kitchener Centre, GP): Thank you, Chair.

PV-3 intends to do something similar to what NDP-11 just attempted. This again comes from the independent online news publishers of Canada. It is seeking to move toward more equitable and fairer deals by focusing on bargaining power using a set percentage of organizations' editorial expenditures.

The Chair: Is there any discussion, given that we have already discussed and voted on a similar motion?

Go ahead, Mr. Champoux.

[*Translation*]

Mr. Martin Champoux: Madam Chair, I was wondering about the procedure for tabling an amendment. Has Mr. Morris formally tabled his amendment?

[*English*]

The Chair: Yes, he has.

[*Translation*]

Mr. Martin Champoux: All right, thank you.

My reasoning is the same as in the case of the NDP-11 amendment, previously. It is very well intentioned and I understand the motivation, but it is an amendment I will not be able to support.

Thank you.

[*English*]

The Chair: Thank you very much.

I see no other hands up. Shall we call the vote on PV-3?

(Amendment negatived: nays 10; yeas 1)

The Chair: Shall clause 20 carry?

Is there opposition to clause 20?

● (1210)

Mr. Kevin Waugh: We're opposed.

The Chair: The CPC opposes, so we have to call the question, please, Clerk.

(Clause 20 agreed to: yeas 7; nays 4)

The Chair: Shall clause 21 carry?

Mr. Kevin Waugh: No.

The Chair: I'm hearing “no” again.

Clerk, will you please call the question?

(Clause 21 agreed to: yeas 7; nays 4)

The Chair: Clause 21 carries.

Shall clause 22 carry?

Again, we hear “no” on the other side, so can you please call the question, Clerk?

The Chair: Clause 22 carries.

(Clause 22 agreed to: yeas 7; nays 4)

The Chair: Shall clause 23 carry?

I'm hearing a no. Please call the question.

(Clause 23 agreed to: yeas 7; nays 4)

The Chair: Clause 23 carries.

Now, should clause 24 carry?

Mrs. Rachael Thomas: Absolutely not.

The Chair: Am I am hearing a no, Mrs. Thomas?

Mrs. Rachael Thomas: It's a massive no. It could not be larger.

Voices: Oh, oh!

The Chair: That's fine. Okay.

Can you call the question please, Clerk?

(Clause 24 agreed to: yeas 7; nays 4)

The Chair: Clause 24 carries.

Now we have a proposed new clause, clause 24.1. We have amendment CPC-15.1.

Go ahead, Mrs. Thomas.

Mrs. Rachael Thomas: Thank you.

This is the insertion of a new clause following clause 24. It has to do with copyright. It's just to add further clarity. It states that, “Section 24 does not limit the right of quotation of any party.” That is our amendment.

We feel this is very important—and we heard from numerous witnesses that it was—because it would allow people to use a small quote from a source in their social media posts, for example, without being penalized for doing so. We feel that's very, very important.

I think it's also important to note that we did hear from quite a few witnesses with regard to the Copyright Act, and concerns were raised. Most notably we heard from Michael Geist, who is a professor and a lawyer who actually specializes in copyright law. I feel that his voice is probably one of the most authoritative in the country with regard to this topic.

He said that essentially clause 24 means that certain parties don't have rights of quotation. That would have to be somehow set aside in the negotiation process, which seems wrong. He also raised concerns with regard to what this would mean in terms of international agreements and international copyright law. He also noted that this is not found in the Australian legislation that Canada's heritage minister, Minister Rodriguez, has claimed he is fashioning this bill around. We've noted other areas in which the government has departed from the Australian legislation, actually in a negative way, and has actually taken liberties that are quite likely setting this bill up for a charter challenge at minimum, if not further challenges.

With clause 24 in its current state being a violation of international law and the Copyright Act, we're looking to bring further clarification and essentially contend for Canadians' ability to share small amounts of content in a quoted format within their social media platforms.

I will leave it there for now and perhaps revisit it in a moment.

● (1215)

The Chair: Is there any further discussion?

Go ahead, Mr. Bittle.

Mr. Chris Bittle: Thank you so much, Madam Chair.

This amendment was written with the idea that Bill C-18 somehow violates international copyright agreements like the Berne Convention, but I'd like to remind some colleagues of the testimony we heard that dispelled copyright-related concerns about the bill.

This is from Professor Stephens, who said, “criticisms that Bill C-18 will violate Canada's international trade obligations, including the Berne copyright convention...do not stand up to scrutiny.” He also added there is no “strong legal argument to challenge the bill under either CUSMA or Berne.”

Further, Mrs. Thomas talked about the charter. I don't believe we heard any evidence about charter concerns either. This is a respected expert on the subject.

We are opposed.

The Chair: Thank you.

Go ahead, Mr. Housefather.

Mr. Anthony Housefather: Thank you, Madam Chair.

I want to raise one comment Mr. Bittle made. I think this amendment is actually detrimental to what Mrs. Thomas seeks to achieve.

Basically, the argument here is that there is no violation of the Copyright Act, the Berne Convention or anything else. Saying “section 24 does not limit the right of quotation” implies section 24 is intended to limit other sections of the Copyright Act, because you're only carving out one exception.

I would like to ask Mr. Ripley whether that is a possible interpretation. By saying that section 24 explicitly does not do this, might it then imply it's intended to do things it was never intended to do?

Mr. Thomas Owen Ripley: Indeed, the government had to consider the relationship between this piece of legislation and the Copyright Act. The decision was made that essentially the Copyright Act will continue to stand alongside this piece of legislation and that this piece of legislation would not, in any way, limit the scope of the rights, limitations and exceptions provided for under the Copyright Act. That's why you look at.... Actually, most of these provisions are “for greater certainty” provisions.

Section 24 was explicitly provided, though, to acknowledge there are uses that digital news intermediaries make of copyrighted material that would be limitations or exceptions under the Copyright Act. That's perfectly appropriate. However, the bargaining is intended to sit alongside that. You don't get to come in to the negotiations and say, “Well, these uses are covered by fair dealing” or “These uses are covered by exceptions; therefore, we want to see a corresponding decrease in the value.” They were intended to sit alongside each other, with the bargaining obligation there.

I share the concern that focusing on one particular limitation or exception potentially creates adverse interpretations with respect to other limitations or exceptions in the Copyright Act.

● (1220)

The Chair: Thank you.

Go ahead, Mrs. Thomas.

Mrs. Rachael Thomas: I have a question for the officials.

The concerns raised were raised by intelligent people. With all due respect, I don't believe Professor Michael Geist is purposely trying to mislead this committee in any way. He's been given the credentials he has and his position within his university setting for a reason. He's referred to as one of the most senior voices on this issue in the nation.

When it comes to copyright, then, there are provisions made for us, right now, as Canadians. We are allowed to take a certain percentage of material—generally 10%—and replicate that and make it public without any negative repercussions. This bill, in its current state, would not allow for the quotation of material taken from a news source without that news source being able to use that as an opportunity for bargaining or negotiation. In other words, there is no protection for those wanting to share small quotations of news.

Is that not correct?

Mr. Thomas Owen Ripley: Thank you, Mrs. Thomas.

Nothing in this bill is intended to reduce the scope of limitations or exceptions under the Copyright Act vis-à-vis the digital news intermediary or any use that you or I, as individuals, can make of copyrighted material.

Mrs. Rachael Thomas: It might not be intended, but it does.

Mr. Thomas Owen Ripley: What the bill does do is nonetheless impose an obligation on dominant social media and other digital news intermediaries to bargain. That obligation sits alongside whatever use is permitted under the Copyright Act. The consequences of not bargaining under this bill are distinct and separate from questions of infringement of copyright. This bill does not speak to whether it's an infringement of the Copyright Act or of copyright. What it says is that if a digital news intermediary does not bargain, consequences might potentially stem from that.

Mrs. Rachael Thomas: I understand what you're saying in terms of intended versus unintended consequences. I understand what the legislation is, if you look at it as a purist and turn a blind eye to the unintended consequences. I understand what it does.

Essentially, however, if you're taking small portions of news, which are then used as part of the reason for negotiating, wouldn't that have the unintended consequence of going against or challenging the Copyright Act?

Mr. Thomas Owen Ripley: The act is in no way intended to limit the activity of individuals sharing quotations or any permitted use under the Copyright Act. Section 24, though, is explicitly designed to pre-empt an argument that just because something is permitted under the Copyright Act, it necessarily reduces the value of news content under this act.

The government is not disputing that digital news intermediaries and their activities may be covered by certain limitations or exceptions under the Copyright Act so that it's not an infringing use of that material. That's not in dispute. However, this framework, as constructed, was intentional in not situating that discussion over value in the Copyright Act framework. That was an intentional decision.

The committee has heard about some of the European laws that are situated in a copyright act framework, but the Australian regime was a bargaining framework. That is the model the government chose to pursue.

● (1225)

The Chair: Thank you, Mr. Ripley.

Go ahead, Marilyn.

Ms. Marilyn Gladu: Thank you, Madam Chair.

Professor Geist, who I agree is well recognized for his work on copyright law, expressed concerns about this very area and said, of clause 24:

> I must say I find it astonishing that we would effectively say that certain parties don't have rights of quotation, so you have to set it aside for the purposes of negotiation. This is a must-have within international copyright law, yet it's been excluded. I should note that this is something you do not find in the Australian legislation. That's a made-in-Canada violation of international law.
>
> For example, clause 24, which excludes copyright limitations and exceptions from the bargaining process, may violate article 10(1) of the Berne Convention, which has a mandatory right of quotation that expressly includes newspaper articles.

I think putting this in the bill will clarify any attempt by anyone to do something that was unintended.

The Chair: Thank you.

Go ahead, Anthony.

Mr. Anthony Housefather: Thank you so much, Madam Chair. I always appreciate Marilyn's comments. I think there are two different things here, though, and I want to frame this in terms of a last question to Mr. Ripley from me.

I think there's one view, which I think is the view that I hold, that there is no violation here of the Copyright Act, that nothing within the Copyright Act is limited and there is nobody who will be sued for infringement of the Copyright Act as a result of things they do because of this bill. We are allowed to say that you must negotiate and we will not take into account certain exceptions under the Copyright Act irrespective of the amount when you're considering the amount that you're ultimately getting for the value of news content.

However, there's another argument that will say that's in violation of the Copyright Act and that those people who have that colourable claim—and again, law is grey, right, and there's no total black and total white—may sue and say that this is a violation of the Copyright Act, and the courts will then determine that.

This amendment, though, I don't think serves the purpose that the proposer is looking for. The proposer, I believe, is rightly saying we want to make sure that the right to quotation, which is a right under the Berne Convention and a right under the Copyright Act, is preserved, but I don't think that putting it there actually achieves that purpose. What I think it does is create an ambiguity that the bill is actually intended to limit rights under the Copyright Act, and therefore this one right continues to be guaranteed, but other rights, which are equally valid under the Copyright Act as exceptions, may no longer be valid because this one is singled out.

I think it actually achieves the opposite purpose. Yes, it may enhance the copyright right somehow, because it will be clearer, but then it becomes unclear if other exceptions are meant to be preserved as well, and it changes what I think the intent of section 24 was meant to say.

I don't know if that will convince anybody, because, again, I don't believe there's a white and a black here—I think it's grey—but I don't think this amendment furthers the purpose of those who are worried that there's an infringement of the Copyright Act. I think it actually means that other exceptions under the Copyright Act will be more likely to not be sustained because people will then assume that section 24 is meant to actually say that the Copyright Act no longer covers certain things, and I don't think that was the intention of the framers of the bill.

I guess I'd throw that to Mr. Ripley to see if he agrees with that rather long and perhaps unclear—but I think it was relatively clear—dissertation.

● (1230)

Mr. Thomas Owen Ripley: Thank you, MP Housefather.

My answer is the same: That the government's intention is not to impact the scope of the Copyright Act. Then yes, potentially teasing out one specific exception to copyright from an interpretation perspective may mean that Parliament has explicitly turned its mind to that question and there could then be inferences made about the other limitations or exceptions that aren't listed.

The Chair: Thank you.

Go ahead, Mrs. Thomas.

Mrs. Rachael Thomas: I'm going to attempt to make as clear as possible my concern and the concern that I heard from other witnesses who came to the table.

I'm going to try my hand at a tangible example here. As Canadians right now we have the incredible ability to exchange ideas within public platforms or online platforms such as Facebook. It's this new form of a public square where ideas are exchanged and sometimes quotes are taken and expressed and entire news articles are sometimes posted. I recognize that if Facebook continues to allow articles to be posted, they will be declared a DNI and they will need to enter into negotiations.

Facebook has said that they may consider removing the ability of news to be shared on their platform so that they cannot be scoped into this legislation. If they were to make that decision and Canadians wanted to take a quote from a newspaper article and post that quote on their Facebook page as a small snippet, would Facebook be allowed to permit that without being captured by this legislation?

Mr. Thomas Owen Ripley: Thank you for the question, MP Thomas.

The concepts of “making available” or ”facilitating access to” are really intended, again, to.... The primary driver behind this bill, if we could go back to first principles, is recognizing that Canadians use these services in order to access news content. Primarily, it's that idea of facilitating access to it.

We've heard the debate around whether linking should be included or not, but the government's position is that you need to include it because, at its core, that is what it means to facilitate access to news content in the modern digital environment.

Regarding the example you give, in a context where Facebook has made the business decision to essentially prevent the ability of users to link to news articles but an individual is quoting from a particular news article without a link, no, I do not believe that would engage or trigger the application of the act..

Mrs. Rachael Thomas: But as soon as a link is included, then they would be scoped into this legislation.

Mr. Thomas Owen Ripley: From my perspective, the act of linking is a critical one. It boils down to the facilitation of access. Again, at the crux of this bill is a recognition that the ways that a significant number of Canadians navigate to news content is via social media services or via a search service, which involves clicking on the link. Yes.

Mrs. Rachael Thomas: Then therefore a value is ascribed to that link.

Mr. Thomas Owen Ripley: The obligation, MP Thomas, is recognizing that there is value to facilitating access to that.

Again, the business model of these digital news intermediaries is, for the most part, dependent on the advertising market. As we previously talked about, it's in a context where the news businesses are relying on those platforms as distribution platforms and competing against them in the very same advertising market. Therefore, yes, there is value regarding the digital news intermediary occupying that kind of gateway function.

● (1235)

Mrs. Rachael Thomas: For further clarification, without the link, is it your understanding that Bill C-18 would not give rise to or provide opportunity for Facebook, in this example, to be determined a DNI and therefore scoped in by the CRTC or even perhaps penalized by the CRTC?

Mr. Thomas Owen Ripley: It's a question of threshold, to a certain extent. I have described the concept of making news content available as the thing that triggers whether a digital news intermediary is actually caught by the obligation to bargain. Again, that's in recognition that they play that kind of gateway function to news content. That obviously has to be done in a meaningful way.

With the hypothetical case you put in which Facebook scrubs news content from news feeds, the question of an individual quoting a news article is not going to meet the threshold of there being value in that. Again, the premise of the bill is that the value lies in making news content available. Obviously, the situation you described is very limited in the kind of news content being made available, and there's nothing in the bill that's designed to restrict Canadians' ability to share a quote.

Mrs. Rachael Thomas: Then what is that threshold?

Mr. Thomas Owen Ripley: The—

Mrs. Rachael Thomas: With all due respect, Mr. Ripley, my example with Facebook is more than just theory. It's potentially on the table, so for the sake of Canadians, I think the exchange of information and the public discourse that takes place there is an important question. Are Canadians going to be able to take a quotation from a news article and share it on Facebook, or will that not be permitted? What is that threshold?

Mr. Thomas Owen Ripley: Thank you, MP Thomas.

The way clause 6 is constructed, it talks about “a digital news intermediary if, having regard to the following factors, there is a significant bargaining power imbalance between its operator and news businesses”, and then you have the three factors that we previously discussed.

For there to be a bargaining imbalance, news businesses' content has to be distributed across that platform. That's why Facebook and Meta have put forward that a decision they're contemplating is essentially removing themselves from that business by saying, “We will no longer be a distribution platform.” That's why my answer to you is that I find it hard to see how you meet the designation at clause 6 if Meta has chosen to remove itself from that business.

Mrs. Rachael Thomas: Thank you.

The Chair: Thank you, Mrs. Thomas.

Seeing no other hands up, I'm going to call the question on amendment CPC-15.1

(Amendment negatived: nays 7; yeas 4)

The Chair: Now we shall to go the question of.... That's interesting—I have an amendment CPC-15.2.

Go ahead, Marilyn.

● (1240)

Ms. Marilyn Gladu: Madam Chair, amendment CPC-15.2 is—

An hon. member: I have a point of order.

Ms. Marilyn Gladu: Oh, she has the clauses to do.

The Chair: I'm sorry, Marilyn. I messed that one up.

Shall clause 25 carry?

I think Mr. Julian is frozen.

Mr. Kevin Waugh: He would vote in favour, not against.

The Chair: Is there some way we can get Mr. Julian's vote, please?

(Clause 25 agreed to: yeas 6; nays 4) [*See Minutes of Proceedings*])

The Chair: Shall clause 26 carry?

Mr. Michael Coteau: Should we pause and see if we can figure out how to get Mr. Julian back?

An hon. member: He's probably going to try to call back in.

The Chair: Can we wait until he gets in? He has to vote.

An hon. member: It's the fair thing to do, the honourable thing.

The Chair: Shall we suspend, then, for a little bit until we see whether we can get hold of Peter?

There we are.

Shall clause 26 carry?

● (1245)

Mr. Peter Julian: Thank you very much to the committee for suspending briefly while Zoom took me around the country.

(Clause 26 agreed to: yeas 7; nays 4)

(On clause 27)

The Chair: I'm sorry, Marilyn. This is where you come up. This is CPC-15.2.

I would like to tell everyone that if CPC-15.2 is adopted—

[*Translation*]

Mr. Martin Champoux: I ask to speak to the amendment once Ms. Gladu has tabled it.

[*English*]

The Chair: Do you want to speak before I let everyone know what happens? No.

If CPC-15.2 is adopted, then NDP-12, PV-4, CPC-16, BQ-3, CPC-17, CPC-17.1, CPC-18, NDP-13, CPC-19—are you all taking notes?—CPC-19.1, NDP-14, NDP-15, PV-5, NDP-16, CPC-20, G-2, CPC-21 and CPC-22 cannot be moved due to a line conflict.

Go ahead, Ms. Gladu.

Ms. Marilyn Gladu: As tempting as it would be to keep my motion and eliminate the scads of other motions on this topic, I actually like some of the other ones better, so I withdraw CPC-15.2.

The Chair: There you go. Thank you very much, Ms. Gladu.

Now we're going to go to NDP-12.

Once again, I will reiterate that if NDP-12 is adopted, PV-4 and CPC-16 cannot be moved due to a line conflict. Also, if NDP-12 is adopted, CPC-16 becomes moot, as they are identical—my goodness. Finally, if NDP-12 is defeated, so is CPC-16, for the same reason.

Now it's NDP-12.

Mr. Peter Julian: Thank you very much, Madam Chair.

Just to clarify.... It has an impact on PV-4 and CPC-16.

That's a question, Madam Chair.

The Chair: I'm sorry. I thought you were just going to wax eloquent on your amendment, Peter.

What was the question, again?

Mr. Peter Julian: It's just to make sure that I have the line conflicts clear. It's PV-4 and CPC-16.

The Chair: Yes, but if it's adopted, then CPC-16 becomes moot, as we know, because they're identical. If NDP-12 is defeated, so is CPC-16.

That's just so you know.

Mr. Peter Julian: Thank you very much, Madam Chair.

Now it's my time to wax eloquent and talk about the national campus and community radio fund. These are community broadcasters across the country that provide a great deal of local news and information, but they're not defined in the QCJO definition, the qualified Canadian journalism organization definition. This is an issue we've even had within the tax framework, because these are non-profit stations. They've applied for QCJO status and have been rejected because this is defining broadcasting through the Income Tax Act.

The NDP-12 amendment is simply adding that news media either be defined by the QCJO definition or be “licensed by the Commission under paragraph 9(1)(b) of the Broadcasting Act as a campus station, community station or [indigenous] station as those terms are defined in regulations made under that Act”.

What this would do is simply allow for the non-profit sector to have a place within Bill C-18. You'll recall, Madam Chair, that we've already adopted amendments that apply to both for-profit and non-profit entities.

In terms of news media, we need to support community broadcasters. I think the committee, as a whole, has already indicated that direction in the amendments we've adopted so far.

I'd like to thank national campus and community radio for the work they do right across the country every day. What this would do, without creating a free-for-all, is slightly broaden the categories of entities of news media organizations that could benefit from Bill C-18.

With that, I move NDP-12.

● (1250)

The Chair: Thank you.

Is there any discussion on NDP-12?

We'll go to Mr. Bittle and then Mrs. Thomas.

Mr. Chris Bittle: Thank you so much, Madam Chair.

We have a subamendment that would be made after “are defined in the regulations made under that Act” at the end of the amendment: “or other categories of licensees established by the Commission with a similar community mandate.”

We believe this helps future-proof this—

The Chair: Where exactly would you like to see that put in?

Mr. Chris Bittle: It's right at the end, Madam Chair.

I do have a few extra copies of it. I don't think I have enough for everyone, but I do have a few extra copies.

The Chair: Is everyone aware of that subamendment?

Can we have a look at it, please, Chris?

Mr. Kevin Waugh: We would take that extra copy. We don't have one.

The Chair: Please note that this is to be added after the words “under that Act;” in NDP-12.

Mr. Bittle, you've already discussed your subamendment. Is there any discussion on this subamendment?

Go ahead, Mrs. Thomas.

Mrs. Rachael Thomas: I have a quick question for the officials, if it can be answered.

In the original case, before the subamendment, the only difference is the use of the word “or”. CPC-16 says “or is licensed by the Commission” in the second line of our amendment. PV-4 says “is licensed by the Commission”. NDP-12 says “or is licensed by the Commission”. I'm just looking for some clarification as to whether or not these little words make a difference.

● (1255)

Mr. Thomas Owen Ripley: Thank you, Mrs. Thomas.

Perhaps I can characterize it like this. The clause 27 eligibility right now has two doors you could knock on. Either you are a QCJO under the Income Tax Act, in which you are automatically deemed eligible, or, if you're not eligible to be a QCJO, the best example is that it's because you're a broadcaster and you have to meet the criteria at paragraph 27(1)(b).

My understanding of the amendment is that it's essentially creating a third door, which is that if you are licensed by the commission as a community station, as a campus station or as a native station, then you would also automatically be deemed eligible. From where I sit, if that is the intention of the amendment, then “or” would be appropriate, but I also look to the legislative clerk.

Mrs. Rachael Thomas: Thank you.

The Chair: Are you fine with it? Yes, Mr. Méla is fine with it.

Mr. Bittle, on the question of “or” or “and”...?

Mr. Chris Bittle: I have nothing further to add.

The Chair: Go ahead, Marilyn.

Ms. Marilyn Gladu: I think the key point is that community radio stations and all those other sorts of things didn't meet the other definition and so they are licensed. It has to be “or” because it's this group of people that qualify, and then, for the ones that don't qualify, it's those that are licensed, so it's this or that.

Mrs. Rachael Thomas: Okay. Just for further clarification, the subamendment that's been made to me seems quite broad. I want to understand what “or other categories of licensees” could potentially include.

Mr. Thomas Owen Ripley: Thank you, MP Thomas.

I don't want to speak for the mover, but the original amendment is static in the sense that it speaks to “campus station”, “community station” or “native station” as they are currently defined.

My understanding is that the subamendment seeks to recognize that those categories may shift over time as the CRTC updates their regulatory framework. It's simply not to be caught in a situation where, because the language is static and references specific terms, suddenly those stations would be excluded. It is bounded by the concept of “similar community mandate”, so it again refers back to the concepts that are here—“campus station”, “community station” or “native station”—but recognizes that those categories may shift over time or be defined differently.

The Chair: Mrs. Thomas, can we move on?

Mrs. Rachael Thomas: Can you just give me an example? Is there an example beyond this list that is here right now? Is it purely just theoretical and in the future, or is there already an example of an entity that would fit outside of this list of three?

Mr. Thomas Owen Ripley: From time to time, the CRTC updates certain policy frameworks. For example, they do make changes to their community broadcasting framework, so you could see them change the categories of licensees in that context. The CRTC is currently engaged in the process of updating its indigenous broadcasting policy, and so you could see, for example, changes to terminology. You could see changes to the way that those stations are classified. The amendment as drafted is just very static and based on how those things are defined currently.

Again, I don't want to speak to the mover's intention, but I think it's to recognize that those things may shift.

The Chair: Thank you. Now I will call the question on the subamendment.

Mr. Kevin Waugh: Peter's hand is up.

● (1300)

The Chair: Oh, I'm sorry, Peter.

Mr. Peter Julian: Good catch, Mr. Waugh, thank you.

I just wanted to say that Mr. Bittle was kind enough to give me a heads-up on the amendment, and I support his subamendment. I think it does allow for some scope in the future around these non-profit entities of community radio and campus radio. It does allow some ability for them to be incorporated into Bill C-18, which I think is the objective of all of us, and that's why we adopted the language around non-profit entities.

I thank Mr. Bittle. I support his amendment.

The Chair: Thank you, Peter.

I'm going to call the question on the subamendment as moved by Mr. Bittle.

Do we have unanimous consent? Is there anyone opposed to the subamendment? No. We have unanimous consent.

(Subamendment agreed to [*See Minutes of Proceedings*])

The Chair: Now we will go to the amended amendment.

I would presume, but I don't want to take liberties. Do we have unanimous consent on the amended amendment?

(Amendment as amended agreed to [*See Minutes of Proceedings*])

The Chair: We're going to see that PV-4 will no longer be done and CPC-16—

Mr. Peter Julian: I have a point of order.

The Chair: Sorry. Go ahead, Peter.

Mr. Peter Julian: Sorry, Madam Chair. I just recognize that we're a few minutes from the end.

The Chair: We have an extra three minutes.

Mr. Peter Julian: I did want to ask something of you and the clerk.

We've been working now on amendments for two weeks. This is important legislation that needs to be improved, and I think everybody has been working co-operatively to do that. I also realize that if we are not able to complete our improvement of the bill and it delays over the Christmas break for three months, the provisions of Bill C-18 could take up to nine months, so we're basically putting off for a year the supports that local media organizations vitally need.

I would ask you if it's possible to schedule double meetings in the coming weeks so that we have more time to consider amendments and to work through the amendments. I think it's an important legislative process, but we need to have more time. There's also a certain urgency, as we've heard from many media organizations around us.

If it's possible to put in place extra meetings, I think it would be warranted and welcome, given all of these things.

The Chair: Perhaps we could hear from the clerk about whether that is possible or not. I don't know that she can give us the answer right away.

The Clerk: If the committee adopts a motion seeking further meetings, I will certainly put the request out there, but it will be up to the services and their ability to support those meetings.

The Chair: Will you let us know?

The Clerk: It's possible. If the committee is agreeing to seek further meetings, I can certainly put that forward and see if there are other time slots available.

Mr. Peter Julian: I agree.

The Chair: All right.

It is now three minutes after one o'clock. I declare this meeting adjourned.