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Spectrum Management and Telecommunications

Client Procedures Circular

Conditions of Licence for Mandatory Roaming and Antenna Tower and Site Sharing and to Prohibit Exclusive Site Arrangements

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General

1. Issue 2 of this Client Procedures Circular (CPC) contains revisions announced in Gazette Notice DGSO-001-13, *Revised Frameworks for Mandatory Roaming and Antenna Tower and Site Sharing*.¹
2. Part A provides background information on the development of the conditions of licence and additional guidance for Licensees, while Part B contains the conditions of licence.
3. This revision has incorporated pertinent information from the *Guidelines for Compliance with the Conditions of Licence Relating to Antenna Tower and Site Sharing and to Prohibit Exclusive Site Arrangements* (GL-06) and *Responses to Questions for Clarification on the AWS Policy and Licensing Frameworks*. GL-06 has been rescinded with the publication of this revised CPC.
4. It should be noted that anyone proposing to install an antenna system continues to be required to follow CPC-2-0-03, *Radiocommunication and Broadcasting Antenna Systems*.² Licensees are also required to follow the amended conditions of licence in this CPC.
5. Should Licensees require additional clarification or information on these conditions of licence, they should contact Industry Canada at rts-ipp@ic.gc.ca.

Legislative Authority

6. The Minister of Industry, through the *Department of Industry Act*, the *Radiocommunication Act* and the *Radiocommunication Regulations*, with due regard to the objectives of the *Telecommunications Act*, is responsible for spectrum management in Canada. As such, the Minister is responsible for developing policies and processes for the spectrum resource and ensuring effective management of the radio frequency spectrum resource. Subsection 5(1) of the *Radiocommunication Act* gives the Minister of Industry the power to fix and amend the terms and conditions of spectrum licences. The Minister may suspend or revoke a radio authorization if the Licensees have contravened the *Radiocommunication Act*, the *Radiocommunication Regulations* or the terms or conditions of the radio authorizations.

¹ This decision was taken following the public consultation announced in Gazette Notice DGSO-001-12, *Proposed Revisions to the Frameworks for Mandatory Roaming and Antenna Tower and Site Sharing* (<http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf10251.html>).

² See CPC-2-0-03, *Radiocommunication and Broadcasting Antenna Systems* (<http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf08777.html>).

Part A – Background and Guidance

1. Background

7. In DGRB-010-07,³ published on November 28, 2007, Industry Canada initiated a public consultation on proposed conditions of licence for mandatory roaming and antenna tower and site sharing. In November 2008, Industry Canada released CPC-2-0-17,⁴ which adopted the licence conditions as set out in DGRB-002-08,⁵ *Conditions of Licence for Mandatory Roaming and Antenna Tower and Site Sharing and to Prohibit Exclusive Site Arrangements*.
8. In February 2009, comments were sought⁶ on issues that arose during the initial tower and site sharing negotiations. In April 2009, Industry Canada issued GL-06,⁷ *Guidelines for Compliance with the Conditions of Licence Relating to Antenna Tower and Site Sharing and to Prohibit Exclusive Site Arrangements*, which clarified some of the phrases used in the conditions of licence.
9. In November 2010, the Minister of Industry announced that a review of the roaming and tower and site sharing policy would be undertaken.⁸ Following the preliminary analysis, a public consultation was launched in March 2012 to provide stakeholders with an opportunity to comment on the proposed changes.⁹
10. Revisions to the framework were subsequently announced in March 2013 (DGSO-001-13). Those revisions, along with the incorporation of text from GL-06 and from the *Responses to Questions for Clarification on the AWS Policy and Licensing Frameworks*, are reflected in Issue 2 of this CPC. CPC-2-0-18, *Industry Canada's Arbitration Rules and Procedures*, was also revised (Issue 2). GL-06 has been rescinded with the publication of Issue 2 of this CPC.

³ See DGRB-010-07, *Consultation on Proposed Conditions of Licence to Mandate Roaming and Antenna Tower and Site Sharing and to Prohibit Exclusive Site Arrangements* (<http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf08834.html>).

⁴ See CPC-2-0-17, *Conditions of Licence for Mandatory Roaming and Antenna Tower and Site Sharing and to Prohibit Exclusive Site Arrangements* (<http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf09081.html>).

⁵ See DGRB-002-08, *Conditions of Licence for Mandatory Roaming and Antenna Tower and Site Sharing and to Prohibit Exclusive Site Arrangements* (<http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf08890.html>).

⁶ See *Consultation Letter – Issues Related to the Preliminary Phase of the Antenna Tower and Site-Sharing Process* (<http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf09271.html>).

⁷ Refer to *Guidelines for Compliance with the Conditions of Licence Relating to Antenna Tower and Site Sharing and to Prohibit Exclusive Site Arrangements* (GL-06) (<http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf09390.html>).

⁸ See press release (November 2010): “Minister Clement Updates Canadians on Canada’s Digital Economy Strategy” (<http://www.ic.gc.ca/eic/site/064.nsf/eng/06096.html>).

⁹ Refer to *Proposed Revisions to the Frameworks for Mandatory Roaming and Antenna Tower and Site Sharing* (<http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf10250.html>).

2. Mandatory Tower Sharing

2.1 Application of the Condition

11. The mandatory tower and site sharing conditions of licence apply to all Licensees in all bands who are telecommunications common carriers as defined in the *Telecommunications Act*.

2.2 Process Overview

12. The antenna tower and site sharing process will have the characteristics outlined below.

Preliminary Information and Analysis:

13. After having identified a potential site for sharing, the Party that wishes to share (Requesting Operator) may contact the site owner/operator who is subject to the conditions of licence (Responding Licensee) in order to obtain a preliminary information package (PIP) for a technical analysis of the site. Each request for a PIP must be assigned a unique identification number by the Requesting Operator which must be used by both parties as a common sharing request identifier.
14. When asked, the Responding Licensee must provide the PIP (which includes available technical data on the site) within two weeks of receiving a complete PIP request. The conditions of licence in Part B, Section 1.3 of this CPC outline the minimum information required both in the PIP request and in the subsequent response.
15. Both parties should work together to exchange information expeditiously. The Requesting Operator should consider prioritizing sites when submitting a large number of requests.
16. The Responding Licensee is responsible for coordinating and granting access to the site on request, as set out in the conditions of licence. Generally speaking, this access should be granted within one week of the request. Extenuating circumstances, such as access to a remote location or adverse weather conditions, could justify a short delay. Should the site be leased, the Responding Licensee must provide the Requesting Operator with the landlord's contact information as part of the PIP. Where an exclusivity clause is in place, the Licensee must provide immediate notification to the landlord demonstrating that it is prepared to waive the exclusivity clause in its agreement.
17. The Requesting Operator is responsible for carrying out its own technical analysis.

Proposal to Share and Offer to Share:

18. After reviewing and analyzing the PIP, the Requesting Operator may then submit a Proposal to Share to the Responding Licensee, including identification of any technical requirements and/or modifications that the Requesting Operator anticipates may be required to permit sharing. The time frames for this step of the process commence on the date that the Responding Licensee receives the Proposal to Share.

19. The Responding Licensee is responsible for conducting its own technical analysis, if required, and shall respond within 30 days with a draft Offer to Share (Offer) in each case where sharing is technically feasible. Note that Industry Canada expects that sharing will be technically feasible in the vast majority of cases.
20. If after 60 days from the date that the Responding Licensee receives the Proposal to Share, the Responding Licensee and the Requesting Operator have not entered into a Site-Sharing Agreement or have not agreed to any interim arrangement, the Licensee must then submit or agree to submit the matter to arbitration in accordance with CPC-2-0-18, *Industry Canada's Arbitration Rules and Procedures*, as amended from time to time.

Outstanding Offers to Share:

21. If within 60 days, the Responding Licensee has not received a response from the Requesting Operator to an Offer to Share, the Licensee may treat the Offer to Share as withdrawn with no further obligations. A response may simply be an acknowledgement by the Requesting Operator that additional time is required to consider the Offer.

Access to Ancillary Equipment and Services:

22. The operation of a Requesting Operator's radiocommunication system relies on more than just mechanical access to an antenna-supporting structure. In order to be considered to be negotiating in good faith, Responding Licensees must offer access to ancillary equipment and services at commercial rates that are reasonably comparable to rates currently charged to others for similar access. Such access and services shall therefore be part of the preliminary information exchange, the negotiations and the eventual arbitration, if required.

Site Exclusivity:

23. Where the Licensee is party to an agreement that includes a provision excluding other operators from the use of a Site, then, in order to facilitate the sharing of Sites, the Licensee must consent to waiving that portion of the agreement to facilitate a Request to Share. As applicable, the Licensee must consent to or, in a commercially reasonable manner, seek the consent of third parties to the assignment, sublease or other rights of access to Sites, pursuant to any agreement or arrangement to which the Licensee is a party. In addition, the Licensee must not enter into or renew agreements that exclude other operators from using a Site. Licence conditions do not apply to independent landlords. However, exclusivity provisions may be waived by either party to a lease, including either or both the Licensee and an independent landlord.

Reservations for Licensees' Future Requirements:

24. Mandatory tower sharing does not displace the Responding Licensee's needs in favour of the Requesting Operator's, but requires that both parties be open to negotiating fair commercial terms for access; neither does the licence condition force the Responding Licensee to replace or rebuild a tower at its own expense.

25. Industry Canada expects both near-term and longer term future use requirements to be the subject of good faith negotiations. Unless a space on an antenna tower is properly identified as reserved for “imminent future use” or “reserved for a third party” in accordance with this CPC, that space must be deemed to be available for negotiation of a tower sharing agreement.
26. *Imminent Future Use*: Equipment installations specifically identified in the Responding Licensee’s plans and to be installed within the 18 months immediately following the submission of a PIP request may be identified as “imminent future use” on the tower profile portion of the PIP. Plans for use of this space are not expected to be disrupted for the purposes of this condition of licence unless both parties agree to negotiate access to the space. As imminent use forms a portion of near-term future needs, plans for imminent future use must be reasonable and well-documented.
27. Where an assessment of non-compliance is being made with respect to this requirement, the Licensee may be required to provide evidence (such as installation agreements, appropriate authorizations or other relevant documentation) to Industry Canada demonstrating that the space will be put into service within 18 months.
28. For every PIP that is sent to a Requesting Operator that includes a reservation for imminent future use, the Responding Licensee must also provide a copy of the PIP to Industry Canada at the following email: rts-ipp@ic.gc.ca. This requirement also applies to any subsequent modifications made during the negotiation.
29. *Reservations Beyond 18 Months*: Where the tower owner is reserving space because there is a plan to install equipment on the tower beyond the next 18 months, that space may be identified as “future use” in the PIP and dealt with during the negotiation process. Reasonable and well-documented near-term needs beyond 18 months are legitimate considerations in the negotiation process. Longer term future needs alone will not be considered a reason not to share.
30. *Reservations for a Third Party*: Any space reserved on a tower identified for future use by a third party (where a contract is in place for a specific location on a tower) should be identified as part of the PIP. In this situation, as is the case with the Licensee’s future plans, a third party’s imminent installation is not expected to be disrupted, unless all the parties reach an agreement. All other third party future plans (near-term and longer term) should be open to three-way negotiations.

Reporting to Industry Canada:

31. Licensees must submit regular reports to Industry Canada, upon request, on the status of antenna tower and site sharing negotiations and on the number of sites and degree of sharing in their network. These regular reports will initially be required on a semi-annual basis detailing the preceding six-month period. Licensees must submit these reports to Industry Canada using a standardized template, which can be obtained from Industry Canada’s Spectrum Management and Telecommunications website.¹⁰ Reports will not be required if there has been no change to the requested data since the previous reporting period. Industry Canada will notify licensees through

¹⁰ Refer to the Framework for Mandatory Roaming and Antenna Tower and Site Sharing webpage (http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/h_sf10290.html).

its website in advance of any changes to these reporting requirements. The reports must be sent via email to rts-ipp@ic.gc.ca.

2.3 Confidentiality and Non-Disclosure Agreements (NDAs)

32. Since most of the information included in the response to a PIP request is in the public domain and since only basic technical information is being shared (including information regarding imminent future use), Industry Canada does not believe that a non-disclosure agreement (NDA) is required prior to the release of the PIP and would therefore not be a valid reason to delay providing the PIP.
33. If parties agree to sign an NDA during their negotiations, it should be appropriate and generic in nature, should not include provisions that are unique to a single operator or group and should not prohibit negotiation with other parties nor prohibit communication with Industry Canada.

3. Mandatory Roaming

3.1 Application of the Condition

34. The conditions of licence apply to all Licensees in the Cellular, Personal Communications Services (PCS), Advanced Wireless Services (AWS), Mobile Broadband Service (MBS) and Broadband Radio Service (BRS) bands.
35. Roaming enables a subscriber (a Roamer) already served by one carrier's network (the Home Network) to originate or terminate voice or data traffic on another carrier's network (the Host Network). Accordingly, a subscriber cannot roam unless he or she is already served on another radio access network. A carrier must therefore be offering service on its own network before its subscribers may benefit from roaming on another network, thus it does not include resale.
36. Roaming must be offered where technically feasible. Given the wide range of Roaming Agreements currently in place, both domestically and internationally, across networks operating with a range of technologies, Industry Canada does not anticipate that technical feasibility will be an impediment to roaming. The basic technical requirement for roaming is that the subscriber has a device technically capable of accessing the Host Network.
37. As a general principle, roaming should provide a Roamer with the ability to access voice and data services offered by the Roamer's Home Network at a level of quality comparable to that offered for similar services by the Host Network carrier to its own subscribers. For further clarity, the policy does not require a Host Network carrier to provide a Roamer with a service that the Host Network operator does not itself provide to its own subscribers, nor to provide a Roamer with a service which the Roamer's Home Network operator does not itself provide.
38. Seamless communications hand-off between Home and Host Networks (i.e. which ensures no interruption of communications in progress) is not mandated; however, this service may be the subject of negotiations.

39. Roaming should provide for the origination and termination of calls on the Host Network automatically, without the need for any special facilitating action by the Roamer.
40. Nothing in the policy, however, is intended to limit the ability of carriers to conclude commercial agreements that are not mandated by this policy.

3.2 Process Overview

41. Requests for mandatory roaming on Cellular, PCS, AWS, MBS and BRS Licensees' networks will follow the process outlined below.

Preliminary Information and Analysis:

42. The Party that wishes to roam (Requesting Operator) may contact the Cellular, PCS, AWS, MBS or BRS Licensee who is subject to conditions of licence for mandatory roaming (Responding Licensee) to obtain a preliminary information package (PIP) in order to prepare a proposal to enter into a Roaming Agreement (Roaming Proposal). Upon request, the Responding Licensee must provide available technical information, such as technical data, engineering information, network requirements and other information relevant to formulating a Roaming Proposal within two weeks of receiving the request.

Roaming Proposal and Offer

43. After reviewing and analyzing the PIP, the Requesting Operator may then submit a Roaming Proposal to the Responding Licensee.
44. The Responding Licensee must respond to a Roaming Proposal from a Requesting Operator within 30 days with a response in writing and an offer to enter into a Roaming Agreement. In the event that the Licensee believes that the Roaming Proposal is not technically feasible, the Licensee must provide the Requesting Operator with a response detailing the reasons why it considers roaming is not feasible (accompanied by any applicable technical information) and submit that evidence to Industry Canada if the Requesting Operator requests that Industry Canada review the reasons provided by the Licensee in accordance with this condition.
45. If after 60 days from the date that the Responding Licensee receives the Roaming Proposal, the Responding Licensee and the Requesting Operator have not entered into a Roaming Agreement or have not agreed to any interim arrangement, the Licensee must submit or agree to submit the matter to arbitration in accordance with CPC-2-0-18, *Industry Canada's Arbitration Rules and Procedures*, as amended from time to time.

4. Other Issues Impacting Roaming and Tower Sharing Negotiations

4.1 Costs

46. Costs incurred at each step of the roaming and tower sharing processes will generally be borne by the party carrying out the step. For instance, the cost of technical analyses in the preliminary information stage or carried out in order to prepare or respond to a Proposal to Share or a Roaming Proposal will be borne by the parties conducting the analyses. The Requesting Operator would not have to compensate the Responding Licensee for costs associated with providing the existing technical information about the site, including the Responding Licensee's review of such requests and technical analysis. Furthermore, the Requesting Operator would not have to compensate the Responding Licensee for costs associated with providing existing technical information related to the mandatory roaming arrangement requested.
47. Although it is anticipated that, in general, costs associated with the arbitration process will be apportioned equally between the party requesting sharing and the responding party, the Arbitration Rules allow the Arbitrator the discretion to allocate costs.
48. Generally, costs associated with any public consultation or land-use consultation will be the responsibility of the Requesting Operator.

4.2 Implementing the Conditions Following a Licensing Process

49. Responding Licensees must respond to requests for information and Proposals to Share or Roaming Proposals received from a provisional licence winner prior to licence issuance.

4.3 Disputes over Technical Feasibility and Seeking Intervention or Clarification From Industry Canada

50. If a Responding Licensee, after conducting its technical assessment, considers a Roaming Proposal or a Proposal to Share not to be technically feasible, then the Responding Licensee must inform the Requesting Operator of this as soon as possible and provide the appropriate technical rationale. If the Requesting Operator disagrees with this assessment, it may ask Industry Canada to render a decision on technical feasibility.
51. Industry Canada expects that roaming and tower sharing will be technically feasible in the vast majority of cases. Where a disagreement exists over other issues, it can be dealt with either through commercial negotiations or through the binding arbitration process, if necessary.
52. Industry Canada will assess issues relating to technical feasibility. Unless otherwise directed, a technical feasibility review will not alter the timelines to complete negotiations or proceed to arbitration, if required.
53. Parties can also contact Industry Canada at any time during negotiations where clarification is required with respect to the application or interpretation of the conditions of licence. All issues relating to commercial terms (such as rates or terms contained in agreements) are to be dealt with through negotiation with recourse to arbitration.

4.4 Negotiation Process Time Frame

54. The Requesting Operator and Responding Licensee may choose to negotiate or use any agreed upon arbitration or mediation process in order to finalize the negotiation process within the timelines set out in the conditions of licence. Note that, by agreement, the parties may choose to extend their negotiations. However, should the timelines outlined in the conditions of licence expire, then, in the absence of any final or interim agreement, either party may initiate the arbitration process and both parties will be compelled to follow the process established by Industry Canada.¹¹

4.5 Arbitration

55. If the parties cannot complete negotiations and come to an agreement, they may choose any method of dispute resolution. In lieu of an agreement on dispute resolution, the licensees must agree to use the mandatory arbitration procedures as specified in CPC-2-0-18, Industry Canada's Arbitration Rules and Procedures.

4.6 Compliance and Enforcement of the Conditions of Licence

56. The Minister of Industry has the authority under Subsection 5(2) of the *Radiocommunication Act* to suspend or revoke a radio authorization where the Licensee has contravened the terms or conditions of that authorization. Where a Licensee is found to be in non-compliance with these conditions of licence, Industry Canada may consider the suspension or revocation, in whole or in part, of the Licensee's radio and/or spectrum licences associated with the site where the breach of licence occurred. In addition, the Licensee may be subject to prosecution if it is operating equipment without complying with the terms of its authorization, including these conditions of licence.

4.7 Monitoring the Effectiveness of the Conditions of Licence

57. The revised conditions of licence have been developed to further facilitate roaming and tower sharing agreements in order to advance the policy objectives of supporting competition, encouraging investment and reducing tower proliferation. Should these conditions of licence prove to be insufficient in facilitating these goals, the Minister of Industry, in accordance with Paragraph 5(1)(b) of the *Radiocommunication Act*, may consider further amending the terms and conditions of the licences or seeking other policy and/or legislative solutions.
58. Many spectrum licences have been issued with a high expectation of renewal; however, that expectation only applies where the licence conditions are being met. As a result, a renewal may be denied or a licence not fully renewed where there is a breach of any of the conditions of licence. This has been clearly articulated in various policy and licensing documents and has remained a consistent criterion for the renewal of all long-term licences.

¹¹ Refer to CPC-2-0-18 *Industry Canada's Arbitration Rules and Procedures* (<http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf09079.html>).

59. Furthermore, to the extent that non-compliance impairs or frustrates the policy objectives for which these licence conditions were established, consideration may be given in future licensing processes to more prescriptive and/or restrictive policy measures. Such policy changes could affect Industry Canada's future plans for spectrum use, licensing and renewal.
60. In addition to the regular reporting requirements specified in the conditions of licence, licensees are required to provide Industry Canada with information relating to roaming and tower sharing activities as per this CPC, upon request. Where the response includes information that the licensee deems to be confidential or commercially sensitive in nature, the information should be labelled as such. Industry Canada will treat all information received in accordance with the *Access to Information Act*.

Part B – Conditions of Licence

1. Conditions of Licence for Mandatory Antenna Tower and Site Sharing and to Prohibit Exclusive Site Arrangements

The mandatory tower and site sharing conditions of licence apply to all Licensees in all bands who are telecommunications common carriers as defined in the *Telecommunications Act*.

1. The Licensee must facilitate sharing of antenna towers and sites, including rooftops, supporting structures and access to ancillary equipment and services (“Sites”) and not cause or contribute to the exclusion of other telecommunications common carriers from gaining access to Sites. Without limiting the generality of the foregoing:
 - where the Licensee is party to an agreement that includes a provision excluding other operators from the use of a Site, then, in order to facilitate the sharing of Sites, the Licensee must consent to waiving that portion of the agreement to facilitate a Request to Share;
 - as applicable, the Licensee must consent to or, in a commercially reasonable manner, seek the consent of third parties to the assignment, sublease or other rights of access to Sites pursuant to any agreement or arrangement to which the Licensee is a party; and
 - the Licensee must not enter into or renew agreements that exclude other operators from using a Site.
2. The Licensee must share its sites containing antenna-supporting structures, where technically feasible, when requested to do so by any other telecommunications common carrier as defined in the *Telecommunications Act* or by a provisional licence winner who will be operating as a telecommunications common carrier in accordance with a licensing process (A Requesting Operator).
3. In order to satisfy the condition of Site sharing in accordance with this licence, the Licensee must respond within two weeks of receiving a complete¹² request for a preliminary information package (PIP) from a Requesting Operator as follows:
 - The following information must be included in the PIP response where it is available to the Responding Licensee: the unique sharing request identifier assigned by the Requesting Operator; tower loading profile, including imminent future use¹³ and the summary of existing leases; contracted third party lease arrangement contacts; compound layout; tower foundation design and Transport Canada and/or NAV Canada form(s); as well as site access information, such as contact, procedure and any specific restriction related to a site visit. The PIP response must also

¹² A PIP request will be considered complete if it contains, at a minimum, a unique sharing request identifier assigned by the Requesting Operator and two of the following: (1) the Licensee’s site reference number (2) the site address (3) geographical coordinates. Some of this information may be available from Industry Canada’s Spectrum Direct website (<http://www.ic.gc.ca/eic/site/sd-sd.nsf/eng/Home>). Information may also be obtained from the Licensee.

¹³ See Part A, Section 2.2 (Process Overview) of this document for specifics regarding this provision.

- include other information relating to the Site relevant to formulating a Proposal to Share that the Licensee has in its possession or control;
- The Licensee must provide Industry Canada with a copy of any PIP that includes reservations for imminent future use. A copy of the initial PIP, as well as any subsequent changes made to these reservations during the negotiations, must be submitted to Industry Canada via email at rts-ipp@ic.gc.ca; and
 - Upon reasonable notice by the Requesting Operator, the Licensee shall facilitate access¹⁴ to the Site so that a formal Proposal to Share can be formulated.
4. The Licensee must respond to a Proposal to Share from a Requesting Operator within 30 days as follows:
 - (a) The Licensee must provide the Requesting Operator with a response in writing and an offer to enter into a Site-Sharing Agreement. Industry Canada expects that Site-Sharing Agreements, including access to ancillary equipment and services, will be offered at commercial rates that are reasonably comparable to rates currently charged to others for similar access; or
 - (b) In the event that the Licensee believes that the Proposal to Share is not technically feasible, the Licensee must provide the Requesting Operator with a response detailing the reasons why it considers that site sharing is not feasible (accompanied by any applicable technical information) and submit that evidence to Industry Canada if the Requesting Operator requests that Industry Canada reviews the reasons provided by the Licensee in accordance with this condition.
 5. Notwithstanding the Licensee's initial response, if Industry Canada reviews the matter of technical feasibility under Section 4(b) above and finds that sharing is technically feasible, then the Licensee will respond to the Proposal to Share with an offer to enter into a Site-Sharing Agreement in a timely manner.
 6. Licensees must negotiate with a Requesting Operator in good faith, with a view to concluding a Site-Sharing Agreement in a timely manner. In order to be considered as negotiating in good faith, Responding Licensees must offer access to ancillary equipment and services at commercial rates that are reasonably comparable to rates currently charged to others for similar access.
 7. If after 60 days from the date that the Licensee receives a Proposal to Share, the Licensee and the Requesting Operator have not entered into a Site-Sharing Agreement or have not agreed to any interim arrangement, the Licensee must submit or agree to submit the matter to arbitration in accordance with *Industry Canada's Arbitration Rules and Procedures*,¹⁵ as amended from time to time. The Licensee shall agree that the Arbitral Tribunal shall have all necessary powers to determine all of the questions in dispute (including those relating to determining the appropriate terms of the Site-Sharing Agreement and those relating to procedural matters under the arbitration)

¹⁴ See Part A, Section 2.2 (Process Overview) of this document for specifics regarding this provision.

¹⁵ Refer to CPC-2-0-18 *Industry Canada's Arbitration Rules and Procedures* (<http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf09079.html>).

and that any arbitral award or results under this condition of licence shall be final and binding with no right of appeal, subject to applicable provincial or territorial legislation. The Licensee must participate fully in such arbitration and follow all directions of the Arbitral Tribunal in accordance with *Industry Canada's Arbitration Rules and Procedures* and any arbitration procedures established by the Arbitral Tribunal.

8. If within 60 days, the Licensee has not received a response from the Requesting Operator to an Offer to Share, the Licensee may treat the Offer to Share as withdrawn with no further obligations.
9. The Licensee must submit regular reports to Industry Canada, upon request, on the status of antenna tower and site sharing negotiations and on the number of sites and degree of sharing in their network. Reports will initially be required on a semi-annual basis detailing the preceding six-month period. Licensees must submit reports to Industry Canada using a standardized template, available on Industry Canada's Spectrum Management and Telecommunications website.¹⁶ Reports will not be required if there has been no change to the requested data since the previous reporting period. The reports must be sent via email to rts-ipp@ic.gc.ca.

¹⁶ Refer to the Framework for Mandatory Roaming and Antenna Tower and Site Sharing webpage (http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/h_sf10290.html).

2. Conditions of Licence for Mandatory Roaming

The conditions of licence described below apply to all Licensees in the Cellular, Personal Communications Services (PCS), Advanced Wireless Services (AWS), Mobile Broadband Service (MBS) and Broadband Radio Service (BRS) bands.

1. The Licensee must provide automatic digital roaming (roaming) by way of a Roaming Agreement(s) on all of its networks in the Cellular, PCS, AWS, MBS and BRS bands in all of its licensed service areas to any other Licensee in these bands, including a provisional licence winner in accordance with a licensing process in these bands (A Requesting Operator).
2. The roaming which must be offered in accordance with this licence condition is defined by the following characteristics:
 - Roaming must enable a subscriber (a Roamer) already served by the Requesting Operator's network (Home Network) to originate or terminate communications on the Licensee's network (Host Network), wherever technically feasible;
 - The roaming offered must provide connectivity for voice and data services, including access to the public-switched network and the Internet, regardless of the spectrum band or underlying network technology used, provided that the Roamer's device is technically capable of accessing the Licensee's network. Roaming should provide a Roamer with the ability to access voice and data services offered by the Home Network at a level of quality comparable to that offered for similar services by the Licensee's Network. For greater certainty, this condition does not require the Licensee to provide to a Roamer a service which the Licensee does not itself provide on the Host Network, nor to provide to a Roamer a service or level of service which the Requesting Operator will not or does not itself provide;
 - Roaming as provided for in this condition does not include resale;
 - Roaming can commence as soon as the Requesting Operator is offering service on its own radio access network and a Roaming Agreement is in place;
 - Roaming does not require communications hand-off between Home and Host Networks, such that there is no interruption of communications in progress; and
 - Roaming should function without the need for any special facilitating action by the customer.
3. In order to satisfy the condition of roaming in accordance with this licence, the Licensee must respond to a request for information by a Requesting Operator within two weeks of receiving the request by providing a preliminary information package (PIP) to the Requesting Operator that includes preliminary technical information, such as technical data, engineering information, network requirements and other information relevant to formulating a Roaming Proposal.

4. The Licensee must respond to a Roaming Proposal from a Requesting Operator within 30 days as follows:
 - (a) The Licensee must provide the Requesting Operator with a response in writing and an offer to enter into a Roaming Agreement. Industry Canada expects that roaming agreements will be offered at commercial rates that are reasonably comparable to rates currently charged to others for similar roaming services; or
 - (b) In the event that the Licensee believes that the Roaming Proposal is not technically feasible, the Licensee must provide the Requesting Operator with a response detailing the reasons why it considers that roaming is not feasible (accompanied by any applicable technical information) and submit that evidence to Industry Canada if the Requesting Operator requests that Industry Canada review the reasons provided by the Licensee, in accordance with this condition.
5. Notwithstanding the Licensee's initial response, if Industry Canada reviews the matter of technical feasibility under Section 4(b) above and finds that roaming is technically feasible, then the Licensee will respond to the Roaming Proposal with an offer to enter into a Roaming Agreement.
6. Licensees must negotiate with a Requesting Operator in good faith, with a view to concluding a Roaming Agreement in a timely manner.
7. If after 60 days from the date that the Licensee receives the Roaming Proposal, the Licensee and the Requesting Operator have not entered into a Roaming Agreement or have not agreed to any interim arrangement, the Licensee must submit or agree to submit the matter to arbitration, in accordance with *Industry Canada's Arbitration Rules and Procedures*,¹⁷ as amended from time to time. The Licensee shall agree that the Arbitral Tribunal shall have all necessary powers to determine all of the questions in dispute (including those relating to determining the appropriate terms of the Roaming Agreement and those relating to procedural matters under the arbitration) and that any arbitral award or results under this condition of licence shall be final and binding with no right of appeal, subject to applicable provincial or territorial legislation. The Licensee must participate fully in such an arbitration and follow all directions of the Arbitral Tribunal in accordance with *Industry Canada's Arbitration Rules and Procedures* and any arbitration procedures established by the Arbitral Tribunal.

¹⁷ Refer to CPC-2-0-18 *Industry Canada's Arbitration Rules and Procedures* (<http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf09079.html>).