

UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION

<p style="text-align: center;">In the Matter of</p>)	DOCKET NO. 941 0015
<p style="text-align: center;">Reuters America Inc., a corporation.</p>)	AGREEMENT CONTAINING CONSENT ORDER TO CEASE AND DESIST

The Federal Trade Commission having initiated an investigation of certain acts and practices of Reuters America Inc., hereinafter sometimes referred to as "Proposed Respondent", and it now appearing that Proposed Respondent is willing to enter into an Agreement containing an Order to Cease and Desist from engaging in the acts and practices being investigated,

IT IS HEREBY AGREED by and between the Proposed Respondent, their attorney, and counsel for the Federal Trade Commission that:

1. Proposed Respondent Reuters America Inc. ("Reuters") is a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its offices and principal place of business located at 1700 Broadway, New York, New York 10019.

2. Proposed Respondent admits all the jurisdictional facts set forth in the draft of complaint here attached.

3. Proposed Respondent waives:

(a) any further procedural steps;

- (b) the requirement that the Commission's decision contain a statement of findings of fact and conclusions of law;
- (c) all rights to seek judicial review or otherwise to challenge or contest the validity of the Order entered pursuant to this agreement; and
- (d) any claim under the Equal Access to Justice Act.

4. This agreement shall not become a part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission, it, together with the draft of complaint contemplated thereby, will be placed on the public record for a period of sixty (60) days and information in respect thereto publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify the Proposed Respondent, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.

5. This agreement is for settlement purposes only and does not constitute an admission by Proposed Respondent that the law has been violated as alleged in the draft of complaint here attached, or that the facts as alleged in the draft complaint, other than jurisdictional facts, are true.

6. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of § 2.34

of the Commission's Rules of Practice, the Commission may, without further notice to the Proposed Respondent, (1) issue its complaint corresponding in form and substance with the draft of the complaint here attached and its decision containing the following Order to cease and desist in disposition of the proceeding, and (2) make information public in respect thereto. When so entered, the Order to cease and desist shall have the same force and effect as other orders. The Order may be altered, modified, or set aside in the same manner and within the same time provided by statute for other orders. The Order shall become final upon service. Delivery by the U.S. Postal Service of the complaint and decision containing the agreed-to Order to the attention of the Office of the General Counsel at the Proposed Respondent's addresses as stated in this agreement shall constitute service. Proposed Respondent waives any right it may have to any other manner of service. The complaint may be used in construing the terms of the Order, and no agreement, understanding, representation, or interpretation not contained in the Order or agreement may be used to vary or contradict the terms of the Order.

7. Proposed Respondent has read the draft complaint and Order contemplated hereby. It understands that once the Order has been issued, it will be required to file one or more compliance reports showing that it has fully complied with the Order. Proposed Respondent further understands that it may be

liable for civil penalties in the amount provided by law for each violation of the Order after it becomes final.

ORDER

I.

For the purposes of this Order:

A. "Respondent" means Reuters America Inc., its subsidiaries, divisions, and groups and affiliates controlled by Reuters America Inc., its successors and assigns, and its directors, officers, employees, agents, and representatives.

B. "FNS" means Federal News Service Group, Inc., its directors, officers, representatives, delegates, agents, employees, successors, assigns and its subsidiaries and their successors and assigns; and Federal News Service, its directors, officers, representatives, delegates, agents, employees, successors, assigns and its subsidiaries and their successors and assigns.

C. "News transcripts" mean full-text fast turnaround verbatim transcripts of government-related events that are usually but not always produced within three (3) hours of the event and transmitted in any manner to resellers and customers in the United States. The definition of "news transcripts" refers to the type of full-text verbatim news transcript service formerly marketed by Respondent under the name "the Federal News Reuter Transcript Service." News transcripts do not include news, information or data of the type generally included in

Respondent's other news services which may incorporate some quotations or partial excerpts from government-related events.

D. "News Transcript Provider" means any person or entity which produces news transcripts, by itself or through an arrangement by which a third party produces news transcripts exclusively for that person or entity, and markets and sells such news transcripts as a daily service on a subscription basis.

II.

IT IS ORDERED that Respondent, directly, indirectly, or through any corporate or other device, in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, does forthwith cease and desist from entering into, attempting to enter into, or continuing or attempting to continue, any combination, agreement or understanding, either express or implied, with any News Transcript Provider to allocate or divide markets or customers with respect to news transcripts.

III.

IT IS FURTHER ORDERED that Respondent, directly, indirectly, or through any corporate or other device, in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from entering into, continuing, or renewing any agreement between Respondent and FNS that prevents Respondent from in any way competing with FNS for the production, marketing or sale of news transcripts.

IV.

IT IS FURTHER ORDERED that for five (5) years from either the date this Order becomes final or July 31, 1995, whichever is later, Respondent directly or indirectly, or through any corporate or other device, in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, do cease and desist from entering into, continuing, or renewing any agreements with FNS providing for the supply of news transcripts or the purchase or sale of news transcript customer contracts or accounts.

PROVIDED that nothing in this Order shall prohibit Respondent from:

- A. Purchasing a subscription for news transcripts from FNS for Respondent's own use but not for resale; and
- B. Contracting with FNS for supplying FNS with Respondent's Daybook.

V.

IT IS FURTHER ORDERED that Respondent, directly or indirectly, or through any corporate or other device, in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from entering into, attempting to enter into, maintaining, enforcing, or attempting to enforce, any agreements or understandings (1) with any competitor in the production, distribution, or sale of news transcripts, that fix, establish, control, or maintain resale

prices or resale price levels for news transcripts, or (2) with any purchaser or reseller of news transcripts which is directly or indirectly supplied by Respondent, that fix, establish, control, or maintain resale prices or resale price levels that such purchaser or reseller charges for news transcripts.

VI.

IT IS FURTHER ORDERED that Respondent shall:

A. Within thirty (30) days after the date this Order becomes final, distribute a copy of this Order and complaint to each of its officers and to each of its employees engaged in the production or sale of news transcripts.

B. Within ninety (90) days after the date this Order becomes final, and annually thereafter for five (5) years on the anniversary of the date this Order becomes final, and at such other times as the Commission may, by written notice to the Respondent require, file a verified written report with the Commission setting forth in detail the manner and form in which the Respondent has complied and is complying with this Order.

C. Maintain and make available to Commission staff for inspection and copying upon reasonable notice, records adequate to describe in detail any action taken in connection with the activities covered by this Order.

D. Notify the Commission at least thirty (30) days prior to any proposed change in the Respondent such as dissolution, assignment or sale resulting in the emergence of a successor

corporation, or the creation or dissolution of subsidiaries or any other change in Respondent which may affect compliance obligations arising out of this Order.

VII.

IT IS FURTHER ORDERED that this Order shall terminate twenty (20) years from the date this Order becomes final.

Signed this 19th day of September, 1995

FEDERAL TRADE COMMISSION
BUREAU OF COMPETITION

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