

## STATEMENT OF ROYALTIES TO BE COLLECTED BY THE CANADIAN COPYRIGHT LICENSING AGENCY (ACCESS COPYRIGHT)

For the reproduction, ~~communication to the public by telecommunication or making available to the public by telecommunication, in any form or by any method or process whatsoever, or the and~~ authorization ~~of any such act, to reproduce~~ in Canada, in ~~2021 to 2023, of~~ 2024, 2025 and 2026, the works in ~~the repertoire of~~ Access Copyright ~~for the purposes of~~ s repertoire by post-secondary ~~education.~~

4educational institutions and persons acting under their authority.

### 1. Short Title

This tariff may be cited as the *Access Copyright Post-Secondary Educational Institution Tariff, 2021-2023.*

~~2024-2026.~~

### 2. Definitions

~~In~~ For the purposes of this tariff, the following definitions apply:

~~“Academic Year~~ academic year” means the 12-month period from September 1 to August 31; (« ~~Année~~ année scolaire ») ~~“Authorized Person~~ authorized person” means

(a) a student;

(b) ~~(a) a Student~~ staff member; or

(c) ~~(b) a Staff Member.~~ any other person who is entitled to in-person or remote library privileges at the educational institution; (« ~~Personne~~ personne autorisée »)

~~“Authorized Purposes~~ authorized purposes” means all purposes within or in support of the mandate of the ~~Educational Institution.~~ educational institution; (« ~~Fins~~ fins autorisées »)

~~“Copy and/or Communicate~~ copy” means ~~any~~ any reproduction, communication to the public ~~by telecommunication or making available to the public by telecommunication, in any form or by any method or process whatsoever, or authorizing any such act, including one that is made of~~ a repertoire work by, as a consequence of, or for the purpose of ~~the following activities:~~

(a) ~~(a)~~ reproducing by a reprographic process, including by photocopying, ~~printing~~ and xerography;

~~(b) reproducing onto microform (including microfilm and microfiche); (c) reproducing by~~

~~a. typing or word processing without adaptation,~~

~~b. hand transcription or drawing (including tracing) onto acetate or other media, and c. duplicating from a stencil;~~

~~(d) reproducing by a machine, device or computer that makes a Digital Copy, including~~

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Published by the Copyright Board of Canada, in accordance with section 68.2 of the Copyright Act, on November 18, 2022.

(b) scanning;

(c) printing;

(d) ~~(e)~~ transmitting a ~~Published Work by any means or process including by SMS (short message service), text,~~ by electronic mail or ~~facsimile~~ fax;

(e) ~~(f)~~ copying onto or storing on a local storage device or medium, ~~including onto a computer, USB (universal serial bus), tablet or other mobile device~~;

(f) ~~(g)~~ providing access to a work including by posting, uploading, ~~copying onto~~ or storing on a ~~Secure Network~~ secure network;

(g) ~~(h)~~ transmitting or downloading from a ~~Secure Network~~ secure network and ~~copying onto~~ or storing on a local storage device or medium, ~~including onto a computer, USB, tablet or other mobile device~~;

(h) ~~(i)~~ projecting an image using a ~~medium or device, including a computer, tablet~~ or other ~~mobile device~~; or ~~(j)~~

(i) displaying on a ~~medium or device, including a computer, tablet~~ or other ~~mobile device~~; (« ~~Copie ou communiquer~~ copie »)

~~“Copying copying”~~ means making a ~~Copy copy~~; (« ~~Copier copier~~ »)

~~“Course Collection” means~~ course collection” means for use by an authorized person as part of a course of study, and whether for required or recommended reading for the course of study or otherwise:

(a) paper copies or digital copies of ~~Published Works in the Repertoire~~ published works assembled into ~~paper~~ course packs; or ~~into~~

(b) digital ~~course packs or Published Works in the Repertoire~~ copies of published works that are posted on, uploaded to, or stored on a Secure Network and made available to Authorized Persons; secure net- work; (« ~~Recueil~~ ensemble de cours »)

~~“Course~~ course of ~~Study~~ study” means a course, unit or program of academic, continuing, professional, or vocational study administered or hosted by the ~~Educational Institution~~. ~~Each section of the same course is a separate Course of Study~~; educational institution; (« ~~cours~~ »)

~~“Digital Copy” means a reproduction of a Published Work in any digital form including on a medium or device, tangible or not, using information technologies be they electronic, magnetic, optical, wireless or other, or a combination of technologies.~~ (« ~~Copie numérique~~ »)

~~“Educational Institution~~ educational institution” means an institution located in Canada (except in the ~~Province~~ province of Quebec) that provides post-secondary, continuing, professional, or vocational education or training; (« ~~Établissement~~ établissement d’enseignement »)

~~“full-time-equivalent student”~~ means a full-time student or the equivalent of one full-time student of the educational institution; (« ~~étudiant~~ équivalent à temps plein »)

~~“Full-time-equivalent Student”~~ means a full-time Student or the equivalent of one full-time Student of the Educational Institution. (« ~~Étudiant~~ équivalent à temps plein »)

~~“FTE Determination Date~~ FTE determination date” means the date as of which the number of ~~Full-time-equivalent Students~~ full-time-equivalent students is calculated by the educational institution for any given ~~Academic Year~~; academic year; (« ~~Date~~ date de détermination de l’ETP »)

~~“Musical Work” means any work of music or musical composition, with or without words, and includes any compilation thereof.~~ (« ~~Œuvre musicale~~ »)

~~“Published Work~~ published work” means a literary, dramatic or artistic work protected by copyright in Canada, of which copies have been made available to the public with the consent or acquiescence of the copyright owner, but excludes a ~~Musical Work~~; musical work; (« ~~Œuvre~~ œuvre publiée »)

~~“*Repertoire Work*” includes all Published Works by any author or publisher, estate of an author or publisher or other person with a copyright interest in a given Published Work who, by assignment, grant of licence or by appointment as an agent or otherwise, has authorized~~  
repertoire work” means a published work for which Access Copyright has been authorized to collectively administer the ~~reproduction right, the communication to the public by telecommunication or making available to the public by telecommunication right in and to that~~ Published Work, and/or all Published Works ~~authorized by another collective management organization.~~making of copies; (« ~~*Œuvre*~~*œuvre* du répertoire »)

~~“Secure Network~~secure network” means an electronic network, Internet ~~or other digital network,~~  
~~learning management system~~ or cloud-based storage service that is ~~operated~~op-erated by the  
~~Educational Institution~~educational institution, or operated for and subject to the control of the  
~~Educational Institution, and which~~educational institution (such as a network hosted by a third  
party and/or accessible through a web interface) and that is only accessible by an ~~Authorized~~  
~~Person~~authorized person authenticated by a user name and password or other equally secure  
method; (« ~~Réseau~~réseau sécurisé »)

~~“Staff Member~~staff member” means, in respect of ~~an Educational Institution, (a) the educational~~  
~~institution,~~

(a) an instructor, lecturer or sessional lecturer;

(b) ~~(b)~~ an assistant, associate, full, visiting, adjunct, replacement or seconded professor; ~~(e)~~

(c) a teaching or research assistant, tutor, fellow or post-graduate fellow;

(d) ~~(d)~~ a demonstrator, proctor, invigilator, or marker; ~~(e)~~

(e) a librarian or library assistant;

~~(f)~~

(f) a lab monitor, clinical instructor or clinician; ~~(g)~~

(g) a counsellor;

(h) ~~(h)~~ an academic administrator; ~~(h)~~

(i) a medical resident;

(j) ~~(j)~~ administrative support staff for any of the ~~above~~ positions above;

(k) ~~(k)~~ any other person in an a position essentially comparable ~~position~~ to any of those listed above; and ~~(k)~~

(l) any employee, regardless of his or her position;

in each case, whether the person in question is paid or unpaid; (« ~~Membre~~ membre du personnel ») “~~Student~~ student” means a person registered or engaged in a Course ~~course~~ of Study ~~study~~; (« ~~Étudiant~~ étudiant ») “~~Subcontractor~~” has the meaning set out in section 10. (« ~~Sous-traitant~~ »)

“~~University~~ university” means an Educational Institution ~~educational institution~~ that

(a) ~~(a)~~ is specifically recognized as a “university” under Canadian law; ~~(b)~~

(b) is accepted as a member institution of Universities Canada;

(c) ~~(c)~~ is accredited as a university by a recognized accreditation body; or

(d) ~~(d)~~ has 50 per ~~cent~~ cent or more of its Students ~~students~~ enrolled in degree programs requiring three or more years of full-time study. (« ~~Université~~ université »)

“~~Year~~” means a calendar year. (« ~~Année~~ »)

#### Application

~~3. Subject to compliance with each of the conditions in sections 4 and 5, this tariff entitles an Authorized Person for Authorized Pur-poses only, including for use in a Course Collection, to~~  
(a)

### 3. Grant of Rights

(1) The tariff entitles an educational institution or an authorized person to

(a) make a Copy and/or Communicate copies of up to twenty ~~20~~ per cent (20%) of a Repertoire Work; repertoire work or ~~(b) make a Copy and/or Communicate a Repertoire Work that~~  
is copies of

(i) (i) an entire newspaper page or periodical article or page, (ii) a single from a magazine, journal or newspaper that is a repertoire work,

(ii) an entire short story, play, poem, essay or article from a repertoire work that contains other published works,

(iii) (iii)-an entire entry or article from ~~an encyclopaedia, annotated bibliography, dictionary or similar~~ reference work that is a repertoire work,

(iv) (iv)-an entire reproduction of an artistic work (including a any drawing, painting, print, photo-graph and/or other reproduction of a work of sculpture, an architectural work of art and/or a work of artistic craftsmanship) from a repertoire work that contains other published works, and/or

(v) (v)-one an entire chapter from a book that is a repertoire work, provided that it is no more than ~~twenty five~~25 per cent ~~(25%)~~ of ~~a book that repertoire work,~~

*General Conditions Applicable to all Repertoire Works*

~~4. (1) No Copies and/or Communications of Repertoire Works shall be made available, distributed, or transmitted to a person who is not an Authorized Person.~~

~~(2) There shall be no repeated, systematic or cumulative Copying and/or Communicating of the same Repertoire Work~~

for any authorized purpose, including for use in a course collection; and

(b) make a single copy of a repertoire work in accordance with this section for the purpose of interlibrary loan to an institution or corporation licensed by Access Copyright or to any non-profit educational institution, library, archive or museum.

(2) This tariff does not authorize copying from the same repertoire work for one course section beyond the limits set out in ~~this section 3 for one Course of Study in one Academic Year.~~

~~(3) Copies of Repertoire Works shall not be stored or indexed with the intention or result of creating a library of Published Works.~~

~~(4) Copies and/or Communications shall only be made from Repertoire Works that are lawfully obtained by the Authorized Person making the Copies and/or Communications, but without violating any licensing or other contractual terms with any person which prohibit such Copying and/or Communicating under a collective licence.~~

~~(5) Copies and/or Communications of Repertoire Works shall be faithful and accurate reproductions of the Repertoire Works.~~

~~(6) Copies and/or Communications of Repertoire Works shall not be made or used in a manner that would infringe the moral rights of any author.~~

#### ~~Additional Conditions Regarding Digital Copies of Repertoire Works~~

~~5. (1) Digital Copies of Repertoire Works shall not be transmitted to, made available from, posted or uploaded to, or stored on any computer network other than a Secure Network.~~

(3) For greater certainty, this tariff does not authorize the reproduction of a work contained in a published work if the former work is not itself a repertoire work.

(4) For greater certainty, this tariff does not authorize the making available, distribution, or transmission of a repertoire work to a person who is not an authorized person.

#### 4. Subcontractors and Other Third-Parties

(1) The educational institution may authorize by written agreement a person other than an authorized person (a "subcontractor") to perform the acts set out in paragraph 3(1)(a) for paper course packs only, provided that

(a) a record is kept of all such written agreements;

(b) the educational institution provides that record and each written agreement to Access Copyright within 30 days after such agreement is entered into; and

(c) the subcontractor permits all reporting under this tariff and complies with all conditions, restrictions, and limitations set out in this tariff.

(2) The subcontractor may further subcontract the acts set out in paragraph 3(1)(a) for paper course packs only, provided that the subcontractor's subcontractor permits all reporting under this tariff and complies with all conditions, restrictions and limitations set out in this tariff.

(3) Upon request from the educational institution, Access Copyright may authorize a third



party that is licensed by Access Copyright to perform the acts set out in paragraph 3(1)(a) on behalf of the educational institution for paper course packs only.

(4) The royalties to be paid under section 5 include payment for the copying performed by a sub-contractor or other third party in accordance with this section.

#### 5. Royalties

(1) For each academic year during the term of this tariff, the educational institution shall pay to Access Copyright a royalty **calculated by multiplying the number of its full-time-equivalent students**, as of the FTE determination date for the prior academic year, by the royalty rate of

(a) \$15.65, if the educational institution is a university; or

(b) \$6.01, if another educational institution.

~~(2) Digital Copies of Repertoire Works stored on Secure Networks shall be segregated by individual Course of Study and made available and accessible only to Authorized Persons.~~

~~(3) Digital Copies of Repertoire Works shall not be transmitted to, made available from, posted or uploaded to, or stored on any device or medium, computer or computer network in such a manner that makes them publicly available or accessible including available or accessible over the Internet or other public network.~~

~~(4) Nothing in this tariff authorizes any person to descramble a scrambled work or decrypt an encrypted work or to otherwise avoid, bypass, remove, deactivate, impair, or otherwise circumvent a technological measure that restricts or controls access to, copying of, retention of, distribution of, or transmission of a Repertoire Work.~~

~~(5) Nothing in this tariff prevents the Educational Institution, or any Authorized Person from using the Internet or another public network to gain access to a Repertoire Work for the purpose of using it in accordance with this tariff, or from providing a link or a hyperlink to a Repertoire Work that is posted or stored on the Internet or another public network.~~

~~(6) For clarity, the licences granted pursuant to section 3 apply only to the Copying and/or Communication of Repertoire Works, irrespective of the source of those Repertoire Works. No licence is granted to the Educational Institution or any Authorized Person to gain or secure access to Published Works~~

(2) For academic years 2023-2024 and 2026-2027, the royalties are prorated on a monthly basis.

## 6. Payment

(1) The amount payable by an educational institution under this tariff is the royalties calculated pursuant to section 5, increased by the applicable federal and provincial taxes.

(2) For each academic year, the educational institution shall supply a written notice specifying the number of FTE students by no later than 15 days prior to the start of each academic year during the term of the tariff.

(3) Access Copyright shall issue the educational institution an invoice setting out the manner in which the royalties were calculated and the amounts payable within 10 days of receiving the writ- ten notice required pursuant to section 6(2).

(4) The royalties shall be paid no later than 30 days after the educational institution has received the invoice required pursuant to section 6(3).

(5) Any payment not received by Access Copyright by its due date, shall bear interest from such due date until the date the payment is received. Interest on any unpaid balance shall be calculated daily at a rate equal to 1 per cent above the Bank Rate effective on the last day of the previous month (as published by the Bank of Canada). Interest shall not compound.

## 7. Reporting

(1) ~~6. (1)~~ For each ~~Course Collection Copied and/or Communicated~~ course collection copied under this tariff, the ~~Educational Institution~~ educational institution shall compile a record in a

form set out by Access Copyright of

- (a) ~~(a) Course~~ course of ~~Study~~ study name; ~~(b) Course~~
  - (b) course of ~~Study~~ study code; ~~(c) Term~~
  - (c) term start and end date;
  - (d) ~~(d) Number~~ number of ~~Authorized Persons~~ authorized persons for the ~~Course~~ course of ~~Study~~; ~~(e) study~~;
  - (e) ISBN/ISSN for each ~~Published Work~~ published work;
  - (f) ~~(f) Title~~ title of each ~~Published Work~~ published work, article and chapter (if applicable);
  - (g) ~~(g) Publication~~ publication year or volume number for each ~~Published Work~~ published work (if applicable); ~~(h) Author~~
  - (h) author(s) of book/chapter/article (as applicable) for each ~~Published Work~~; ~~(i) Publisher~~ published work;
  - (i) publisher name;
  - (j) ~~(j) Start~~ start and end page ~~Copied and/or Communicated~~ copied from each ~~Published Work~~ published work;
  - (k) ~~(k) Total~~ total number of pages ~~Copied and/or Communicated~~ copied from each ~~Published Work~~; ~~(l) Total~~ published work;
  - (l) total number of sets ~~Copied and/or Communicated~~ copied of each ~~Course Collection~~ course collection;
  - (m) ~~(m) Subcontractor Copying and/or Communicating a Course Collection~~ subcontractor copying a course collection (if applicable); and ~~(n) New Published Works~~
  - (n) new published works added to the ~~Course Collection~~ course collection in the reporting month.
- ~~(2) Within 30 days after~~

(2) For each academic year during the end term of ~~each month~~this tariff, the Educational Institution~~educational institution~~ shall forward the record in section ~~6(47)(1)~~ to Access Copyright: for course collections made between:

### *Royalties*

~~7. (1) The Educational Institution shall pay an annual royalty to Access Copyright calculated by multiplying the number of its Full-time equivalent Students by the royalty rate of~~

- ~~(a) \$26.00 CAD for Universities; or~~
- ~~(b) \$10.00 CAD for all other Educational Institutions.~~

### *Payment*

~~8. (1) Royalties shall be due on or before January 31 for each year of this tariff.~~

~~(2) No later than January 31 of each year of this tariff, the Educational Institution shall deliver to Access Copyright a written report specifying the number of Full-time equivalent Students as of the FTE Determination Date for the current Academic Year.~~

~~(3) The annual royalty payable under this tariff is exclusive of any federal or provincial taxes.~~

### *Interest*

~~9. Any payment not received by Access Copyright by its due date shall bear interest from such due date until the date the amount is received. Interest shall be calculated daily at a rate equal to one per cent above the Bank Rate effective on the last day of the previous month (as published by the Bank of Canada). Interest shall not compound.~~

### *Subcontracting of Uses*

~~10. The Educational Institution may authorize by written agreement a person other than an Authorized Person (a "Subcontractor") to perform the acts set out in section 3, subject to the conditions set out in sections 2, 3, 4 and 5, provided that~~

- ~~(a) a record is kept of all such written agreements;~~
- ~~(b) the Educational Institution provides that record and each written agreement to Access Copyright within 30 days after such agreement is entered into;~~
- ~~(c) the Subcontractor permits all surveying under this tariff and complies with all conditions, restrictions, and limitations set out in this tariff~~

- i. September 1<sup>st</sup> and December 31<sup>st</sup> by no later than February 28<sup>th</sup>;
- ii. January 1<sup>st</sup> and May 31<sup>st</sup> by no later than July 31<sup>st</sup>; and

~~(d) the Subcontractor may not further subcontract any rights or obligations granted or imposed under this tariff.~~

#### *Attribution*

~~11. Copies and/or Communications made pursuant to this tariff shall include, on at least one page, (a) a credit to the author, artist or illustrator, and to the source; and (b) a notice stating, "Copied and/or Communicated under the Access Copyright Post-Secondary Educational Institution Tariff, 2021-2023. Further reproduction, distribution or transmission is prohibited, except as otherwise permitted by law."~~

#### *Notification of the Terms and Conditions of Copying and/or Communicating*

~~12. The Educational Institution shall ensure there is affixed, within the immediate vicinity of each machine or device used for making, viewing or transmitting Published Works in a place and manner that is readily visible and legible to persons using such machine or device, a notice of the terms of this tariff and of the tools available to the Educational Institution to confirm a Published Work's status as a Repertoire Work.~~

#### *Surveys*

~~13. (1) Once every Academic Year, Access Copyright may advise the Educational Institution of Access Copyright's intention to conduct a bibliographic and volume survey of the uses permitted hereunder. Upon request by Access Copyright, the Educational Institution will participate in the survey and will ensure that all Authorized Persons cooperate fully with the requirements of Access Copyright.~~

~~(2) The Educational Institution shall give Access Copyright, on reasonable notice, right of access throughout the Educational Institution's premises, including full access to the Secure Network and all Course Collections, at any reasonable times, to administer the survey. Such access may be subject to reasonable arrangements for supervision as required by the Educational Institution to ensure the security of its premises, including its computer systems and networks, and to maintain the confidentiality of personal or other confidential data.~~

~~(3) If an Educational Institution unreasonably refuses to participate in the survey or otherwise does not comply with this section, the licences in sections 3 and 10 will cease to be in effect on written notice from Access Copyright until Access Copyright provides further notice that the deficiency has been remedied.~~

~~(4) Any survey shall respect all applicable privacy laws and principles of academic freedom.~~

#### *Royalty and Compliance Audits*

~~14. (1)~~

~~iii. June 1<sup>st</sup> and August 31<sup>st</sup> by no later than October 31<sup>st</sup>.~~

#### 8. Records Retention and Audit

~~(1) The Educational Institution~~educational institution shall keep and preserve, ~~for a period of six (6) Years~~until the later of three years after the end of the ~~Academic Year~~academic year to which they relate and one year after the approval of this tariff, records from which the royalties ~~and reports due to Access Copyright under~~payable pursuant to this tariff can be readily ascertained.

~~(2) (2) No more than once per Academic Year,~~ Access Copyright may audit these records ~~during normal business hours on seven days' written notice to the Educational Institution.~~ ~~(3) If selected for an audit, the Educational Institution shall ensure that it and all Authorized Persons cooperate fully with Access Copyright,~~ no more than once for all completed academic years at the time of the approval of this tariff, and no more than once for each other academic year, on giving ten business days' written notice to the educational institution. For the purpose of these audits, Access Copyright shall have the right of access during normal business hours only to those parts of the premises of the educational institution reasonably necessary to access the records re- tained pursuant to (1).

~~(4) The Educational Institution shall give Access Copyright, on reasonable notice, right of access throughout the Educational Institution's premises in order to organize and carry out an audit, including full access to the Secure Network and all Course Collections. Such access may be subject to reasonable arrangements for supervision as required by the Educational Institution to ensure the security of its premises, including its computer systems and networks, and to maintain the confidentiality of personal or other confidential data.~~

~~(5)~~

~~(3)~~ Access Copyright shall, ~~upon receipt,~~ supply a copy of the report of the audit to the ~~Educational Institution which was the subject~~ educational institution.

~~(4)~~ If an audit conducted in accordance with this section reasonably determines that royalties in-voiced by Access Copyright have been understated in respect of any royalties that ought to have been paid pursuant to this tariff by more than 10 per cent, the educational institution shall pay the reasonable costs of the audit.

~~(5) (6)~~ Adjustments in the amount of royalties (and audit costs if applicable) owed ~~(including overpayments)~~ as a result of ~~the discovery~~ an audit under this section, or as a result of an error or ~~otherwise omission,~~ shall be ~~applied to the next invoice issued by Access Copyright to the Educational Institution or, if the tariff has expired,~~ paid or refunded within ~~60~~ sixty business days of receipt of notice of such adjustments.

~~(7) If an audit discloses that the Educational Institution has misreported its records, the licences in sections 3 and 10 will cease to be in effect on written notice from Access Copyright until Access Copyright provides further notice that the deficiency has been remedied.~~

~~(8) If an audit discloses that royalties due have been understated in respect of any instalment payable pursuant to section 8 by more than 10 per cent, the Educational Institution shall pay the reasonable costs of the audit.~~

~~(9) Any audit shall respect all applicable privacy laws and principles of academic freedom.~~

### *Compliance*

~~15. The Educational Institution shall take steps to ensure that the conditions in sections 4 and 5 are complied with and that no Copying and/or Communicating by Authorized Persons or Subcontractors takes place in contravention of the conditions set out in sections 4 or 5.~~

## 9. Addresses for Notices and Payment

(1) The educational institution shall send all notices, payments (other than by electronic bank transfer) and other communications pursuant to this tariff to

16. (1) ~~Anything that the Educational Institution sends to Access Copyright shall be sent to President &and CEO, Access Copyright~~

The Canadian Copyright Licensing Agency

69 Yonge Street, Suite 1100

Toronto, Ontario

M5E 1K3

Telephone: 416-868-1620

Fax: 416-868-1621

Email: ~~postsec@accesscopyright.ca~~ [postsec@accesscopyright.ca](mailto:postsec@accesscopyright.ca)  
(2) Anything that



(2) Access Copyright ~~sends to an Educational Institution shall be sent~~ shall send all communications pursuant to this tariff to the educational institution's last address of which Access Copyright has been notified in writing.

#### 10. Delivery of Notices and Payment

(1) ~~17. (1) A~~ For a notice may be under this tariff to be valid, it must be in writing and delivered by hand, by courier, postage-paid mail, ~~by~~ fax or ~~by~~ email. A payment may be delivered by hand, courier, by postage-paid mail or by electronic bank transfer.

(2) ~~(2)~~ Anything mailed in Canada shall be presumed to have been received ~~(3)~~ three business days after the day it was mailed, in the absence of evidence to the contrary.

(3) ~~(3)~~ A notice or payment sent by fax, by email or by electronic bank transfer shall be presumed to have been received on the first business day following the day it is transmitted.

#### *~~Transitional Provision: Interest Accrued before the Publication of the Tariff~~*

~~18. (1) Any amount payable before [insert date of publication of the tariff] shall be due [insert date immediately following the publication of the tariff] and shall be increased by using the multiplying factor (based on the Bank Rate) set out in the following table [insert table with applicable Bank Rate],~~ in the absence of evidence to the contrary.

Document comparison by Workshare 10.0 on November 18, 2022 4:53:40 PM

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Document 2 ID	iManage://RBS-WS/active/12245676/2
Description	#12245676v2<active> - PROTAR-Access Copyright-Post-Secondary-2024-2026-EN
Rendering set	Standard

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Padding cell	

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Moved from	13
Moved to	13
Style change	0
Format changed	0
Total changes	642