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- (c) The definitions in this agreement, in particular the terms "Copy", "Course Collection" and "Published Work", are for the purposes of this agreement and do not preclude the parties from advancing a different interpretation of these terms in any proceeding unrelated to a breach of this agreement.

SCHEDULE A
DEFINITIONS (selected)

For purposes of this agreement, the following definitions apply:

“Authorized Person” means

- (a) a Student;
- (b) a Staff Member; or
- (c) a Library Patron.

“Authorized Purposes” means all purposes within or in support of the mandate of the Licensee.

“Claim” means a written statement or demand including any document commencing legal proceedings that alleges that the Licensee or an Authorized Person has infringed copyright in a Published Work, except for a statement or demand based on an alleged infringement of moral rights, and for any claim by Access Copyright.

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- (b) scanning;
- (c) printing;
- (d) transmitting by electronic mail or fax;
- (e) storing on a local storage device or medium;
- (f) posting, uploading, or storing on a Secure Network;
- (g) transmitting from a Secure Network and storing on a local storage device or medium;
- (h) projecting an image using a computer or other device; or
- (i) displaying on a computer or other device.

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“Library Patron” means

- (a) a Student;
- (b) a Staff Member; or
- (c) any other person who is entitled to in-person or remote library privileges at the Licensee.

“Licensee” includes, in addition to the Licensee defined on page 1 of this agreement, the persons and bodies listed in Schedule B.

“Musical Work” means any work of music or musical composition, with or without words, and includes any compilation of music or musical compositions.

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- (b) an assistant, associate, full, visiting, adjunct, replacement or seconded professor,
- (c) a teaching or research assistant, tutor, fellow or post-graduate fellow,
- (d) a demonstrator, proctor, invigilator, or marker,
- (e) a librarian or library assistant,
- (f) a lab monitor, clinical instructor or clinician,
- (g) a counsellor,
- (h) an academic administrator,
- (i) a medical resident,
- (j) administrative support staff for any of the above positions,
- (k) any other person in a position essentially comparable to any of those listed above, and
- (l) any employee, regardless of his or her position,

in each case, whether the person in question is paid or unpaid.

“Student” means a person registered or engaged in a Course of Study.