

**Re-translation of the Armenian Draft  
Creative Commons Legal Code  
Attribution-NonCommercial Use-ShareAlike 3.0**

CREATIVE COMMONS CORPORATION IS NOT A PARTY TO THIS LICENSE AND HAS NO LEGAL RELATION WITH EXECUTION OF THIS LICENSE. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE LEGAL RELATIONSHIP BETWEEN THE PARTIES AND CREATIVE COMMONS.

CREATIVE COMMONS PROVIDES THIS INFORMATION WITHOUT MAKING ANY WARRANTIES. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE CONTENT PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES THAT WOULD RESULT FROM ITS USE.

**Non-Exclusive License Agreement (License)**

THE RIGHTS TO USE THE WORK (AS DEFINED BELOW) ARE PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE ("CCPL" OR "LICENSE"). THE RIGHTS OF LICENSOR (RIGHTS HOLDER) WITH RESPECT TO HIS/HER WORK ARE PROTECTED BY THE REPUBLIC OF ARMENIA LAW ON COPYRIGHT AND RELATED RIGHTS (hereinafter referred to as LAW), AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR OTHER APPLICABLE LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, LICENSEE ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF THIS LICENSE.

UNDER THIS LICENSE, THE LICENSOR GRANTS LICENSEE THE NON-EXCLUSIVE RIGHTS CONTAINED HERE IN CONSIDERATION OF LICENSEE'S ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

**1. Definitions**

- a. **"Derivative Work"** means an independent work based upon the Work, or upon the Work and other pre-existing works, such as:
  - i. translations, adaptations of works, changes, arrangements and rearrangements of music or other alterations of a literary or artistic work, stage versions, audiovisual adaptations and other transformations of works in the scientific, literary and art domain, which are unique outcome of a creative activity in the domain of science, literature and art created individually or jointly, which are expressed in spoken, written or any other objectively perceivable manner, including permanently or temporarily storage in electronic form, regardless of the scope, significance, merits and purpose of creation (hereinafter referred to as **Adaptations**). For the avoidance of doubt, where the work is a musical work, performance or phonogram, the synchronization of the work in time relation with a moving image ("synching") will be considered an Adaptation for the purpose of this license.
  - ii. collections of works (encyclopedias, anthologies), databases and other composite works, which are, by the reason of the selection and (or) arrangement of their contents, results of a creative work (hereinafter referred to as **Collection**).
- b. **"Distribute"** means to put into circulation, make available to the public the original or copies of the Work or Adaptation, as appropriate, through sale or other form of transfer of ownership as well as their importation.

- c. **"License Elements"** means the following high-level license attributes as selected by Licensor and indicated in the title of this License: Attribution, Noncommercial Use, ShareAlike.
- d. **"Licensor (Rights Holder)"** means the natural person(s) or legal entity(s) that is (are) holder of economic rights (the Author of the Work or a third person who has obtained these rights in the order established by Law) who offer(s) the Rights to Use the Work under the terms of this License. Particularly, the Licensors are:
  - (i) in the case of a literary or artistic work, the natural person(s) or legal entity(s) or if no natural person can be identified or the Work was distributed by pseudonym, the publisher shall, until otherwise proved, be deemed to be the representative of the Licensor and shall be entitled to protect the Author's rights and ensure their execution;
  - (ii) in the case of a performance, the actors, singers, musicians, dancers, conductors, choirmasters and other persons who act, sing, deliver, declaim, play in, interpret or otherwise perform literary or artistic works, circus, puppet, variety and other similar shows including expressions of folklore;
  - (iii) in the case of a phonogram or film, the producer being the natural person or legal entity who first fixes the film, the sounds of a performance, or other sounds;
  - (iv) in the case of broadcasts, the organization that transmits the broadcast; and,
  - (v) in the case of database, the producer of database;
  - (vi) in the case of typographical arrangements of publication, publisher of typographical arrangements of his/her publication.
- e. **"The Author"** means, a natural person or persons (co-authors, regardless the structure of the Work, unless otherwise provided by the contract between them) who created the Work.
- f. **"Work"** means, copyrighted work, rights of which offered under the terms of this License that are the unique outcome of a creative activity created individually or jointly, which is expressed in objectively perceivable manner, including without limitation any production in the literary, scientific and artistic domain, whatever may be the mode or form of its expression including digital form, such as:
  - (a) literary, scientific works, dramatic and dramatico-musical works, scenarios, scenario sketches, librettos, and other works created for staging; a choreographic work or entertainment in dumb show; a musical composition with or without words; audiovisual works (cinematographic, television films, animation films and cartoon films, musical clips, advertisement, documentary and fact-documentary, and other films ); works of painting, sculpture, graphics, design and other works of fine arts; works of urban planning, architecture, landscaping and their solutions both in whole and separate parts thereof; photographic works and works created by analogous modes, which comply with the provisions of paragraph (f) of this Clause; works of applied decorative art and stage graphics; maps, plans, sketches and plastic works related to geography, topography, geology, urban planning, architecture and other sciences; derivative works to the extent it is protected as a copyrighted work;

For the purpose of this License, Work, insofar as such Work is protected under applicable law, shall also mean non-copyrightable objects of related rights, such as:

- (b) performances, phonograms, first fixation of films and programs of broadcasting organization.

- g. **“Licensee”** means a natural person or legal entity exercising rights under this License who has not previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.
- h. **“Communication to the Public”** means to perform public recitations of the Work and to communicate to the public those public recitations, by any means or process, including by wire or wireless means or public digital performances; to make available to the public Works in such a way that members of the public may access these Works from a place and at a place individually chosen by them; to perform the Work to the public by any means or process and the communication to the public of the performances of the Work, including by public digital performance; to broadcast and rebroadcast the Work by any means including signs, sounds or images.
- i. **“Reproduce”** means to make copies of the Work in any tangible medium directly or indirectly, permanently or temporarily by any means and in any form, in whole or in part.

## **2. Free Use of the Work/ Limitations on exclusive rights.**

Nothing in this License is intended to reduce, limit, or restrict any uses free from copyright/related rights or rights arising from limitations or exceptions that are provided for in connection with the copyright/related rights protection under copyright law or other applicable laws. However, such use is conditioned with the obligatory mention of the Author’s name and the origin of the work provided that such use does not prejudice the normal exploitation of the Work and legitimate interests of the Author or Licensor to his work.

## **3. License Grant.**

Subject to the terms and conditions of this License, Licensor hereby grants Licensee a worldwide, royalty-free, non-exclusive, perpetual (for the period of the duration of the Licensor’s economic rights in the Work), license to exercise the rights in the Work as stated below:

- a. to Reproduce the Work, to incorporate the Work into one or more Collections, and to Reproduce the Work as incorporated in the Collections;
- b. to create and Reproduce Adaptations provided that any such Adaptation, including any translation in any medium, takes reasonable steps to clearly label, demarcate or otherwise identify that changes were made to the original Work. For example, a translation could be marked "The original work was translated from English to Spanish," or a modification could indicate "The original work has been modified";
- c. to Distribute and Communicate to the Public the Work including as incorporated in Derivative Works; and,

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by Licensor are hereby reserved.

## **4. Restrictions.**

The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:

- a. Licensee may Distribute or Communicate to the Public the Work only under the terms of this License. Licensee must include a copy of, or a copy or the corresponding internet address for, this License with every copy of the Work Licensee Distributes or Communicates to the Public. Licensee may not offer or impose any terms on the Work that restrict the terms of this License or the ability of the recipient of the Work to exercise the rights granted to that recipient under the terms of the License. Licensee may not sublicense

the Work. Licensee must keep intact all notices that refer to this License and to the provided warranties with every copy of the Work Licensee Distributes or Communicates to the Public. When Licensee Distributes or Communicates to the Public the Work, Licensee may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from Licensee to exercise the rights granted to that recipient under the terms of the License. This Section 4(a) applies to the Work as incorporated in a Collection, but this does not require the Collection, apart from the Work itself to be made subject to the terms of this License. If Licensee creates a Collection, upon notice from the Author Licensee must, to the extent practicable, remove from the Collection, any credit as required by Section 4(d), as requested. If Licensee creates an Adaptation, upon notice from the Author Licensee must, to the extent practicable, remove from the Adaptation any credit as required by Section 4(d), as requested.

- b. Licensee may Distribute or Communicate to the Public an Adaptation only under: (i) the terms of this License; (ii) a later version of this License with the same License Elements as this License; (iii) the Unported Creative Commons license or a Creative Commons jurisdiction license with the same License Elements (e.g. an Attribution-Noncommercial-ShareAlike License 3.0) ("Applicable License"). Licensee must include a copy of, or a copy or the corresponding internet address for Applicable License with every copy of each Adaptation-Licensee Distributes or Communicates to the Public. Licensee may not offer or impose any terms on the Adaptation that restrict the terms of the Applicable License or the ability of the recipient of the Adaptation to exercise the rights granted to that recipient under the terms of the Applicable License. Licensee must keep intact all notices that refer to the Applicable License and to the provision warranties with every copy of the Work as included in the Adaptation Licensee Distributes or Communicates to the Public. When Licensee Distributes or Communicates to the Public the Adaptation, Licensee may not impose any effective technological measures on the Adaptation that restrict the ability of a recipient of the Adaptation from Licensee to exercise the rights granted to that recipient under the terms of Applicable License. This Section 4(b) applies to the Adaptation as incorporated in a Collection, but this does not require the Collection apart from the Adaptation itself to be made subject to the terms of the Applicable License.
- c. Licensee may not exercise any of the rights granted to Licensee in Section 3 above in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. The exchange of the Work for other copyrighted and related rights works by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward commercial advantage or private monetary compensation, provided there is no payment of any monetary compensation in connection with the exchange of copyrighted and related rights works.
- d. If Licensee Distributes, or Communicates to the Public the Work or any Adaptations or Collections, Licensee must, unless a request has been made pursuant to Section 4(a), keep intact all copyright and related rights notices for the Work and acknowledge right of authorship to the Author, reasonable to the medium or means the Licensee is utilizing by providing: (i) the name of the Author (or pseudonym, if applicable) if supplied, and/or the name of the Licensor or Publisher if supplied for attribution ("Attribution Parties") (ii) the title of the Work if supplied; (iii) to the extent reasonably practicable, the corresponding internet address, if any, that Licensor specifies to be associated with the Work, unless such corresponding internet address does not refer to the copyright or related rights notice or licensing information for the Work; and, (iv) consistent with Section 3(b), in the case of an Adaptation, a credit identifying the use of the Work in the Adaptation (e.g., "French translation of the Work by the Author," or "Screenplay based on original Work by the Author"). The credit required by this Section 4(d) may be implemented in any reasonable manner; provided, however, that in the case of a Adaptation or Collection, at a minimum such credit will appear, if a credit for all contributing authors of the Adaptation or

Collection appears, then as part of these credits and in a manner at least as prominent as the credits for the other contributing authors. For the avoidance of doubt, Licensee may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Licensee rights under this License, Licensee may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Author, Licensor and/or Attribution Parties, as appropriate, of Licensee or Licensee use of the Work, without the separate, express prior written permission of the Author, Licensor and/or Attribution Parties.

e. For the avoidance of doubt:

**Voluntary License Scheme.** The Licensor reserves the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by Licensee of the rights granted under this License that is for a purpose or use which is otherwise than noncommercial as permitted under Section 4(c).

f. "Non-economic rights of the Author (Moral Rights) remain unaffected to the extent they are recognized and not waivable by applicable law."

## **5. Representations and Warranties**

The Licensor represents and warrants that:

- (a) The execution and performance of this License are within the Licensor's powers, and do not contravene any applicable law,
- (b) Licensor has full ownership title in the Work being licensed, and that there is no legal impediment to the Licensor proceeding with the licensing,

## **6. Limitation on Liability.**

Beyond the breach of warranties contained in Section 5 and required by the law or other applicable law, Licensor is liable for damages only in cases of intentional damage caused by action or inaction by negligence.

## **7. Termination**

- a. This License and the rights and obligations granted hereunder will terminate automatically upon any breach by the Licensee of the terms of this License. Natural persons and legal entities who have received Adaptations or Collections from the Licensee under this License, however, will not have their licenses terminated provided such persons remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License.
- b. Subject to the above terms and conditions, the license granted here is valid for the duration the Licensor's economic rights in the Work. Notwithstanding the above and without notifying the Licensee, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

## **8. Miscellaneous**

- a. Each time the Licensee Distributes or Communicates to the Public the Work or a Collection, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to the Licensee under this License.
- b. Each time the Licensee Distributes or Communicates to the Public an Adaptation, the Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to the Licensee under this License.

- c. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this License, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.
- d. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
- e. This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from Licensee. This License may not be modified without the mutual written agreement of the Licensor and Licensee.

## **9. Applicable Law**

This License shall be governed by the legislation of the State where the party was founded, has its residence or its basic place of activity who conducts the performance having decisive significance for the content of the license (e.g. Licensor).

If it is impossible to determine the performance having decisive significance for the content of the license, the law of the State shall be applied with which the license is most closely connected.

## **Creative Commons Notice**

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to *Licensee* or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the *Licensor* hereunder, it shall have all rights and obligations of *Licensor*.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, Creative Commons does not authorize the use by either party of the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time. For the avoidance of doubt, this trademark restriction does not form part of this License.

Creative Commons may be contacted at <http://creativecommons.org/>.

*Re-translation and adaptation of Creative Commons Public License was done by Internews' Center for Information Law and Policy with financial assistance of Eurasia Partnership Foundation.*

*January 7, 2009*