# Creative Commons Legal Code Attribution- ShareUnderTheSameConditions 3.0 Georgia

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. 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 IS NOT RESPONSIBLE FOR THE CONTENT PROVIDED AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

### License Agreement

THE RIGHTS TO USE THE OBJECT (AS DEFINED BELOW) ARE PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE ("CCPL" OR "LICENSE"). THE RIGHTS OF LICENSOR WITH RESPECT TO HIS/HER OBJECT ARE PROTECTED BY THE LAW OF GEORGIA ON AUTHOR'S AND NEGHBOURING RIGHTS (hereinafter referred to as LAW), AND/OR OTHER APPLICABLE LAW. ANY USE OF THE OBEJCT OTHER THAN AS AUTHORIZED UNDER THIS LICENSE, LAW OF GEORGIA ON AUTHOR'S AND NEGHBOURING RIGHTS OR OTHER APPLICABLE LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE OBJECT PROVIDED HERE, LICENSEE ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF THIS LICENSE. UNDER THIS LICENSE, THE LICENSOR GRANTS TO LICENSEE THE RIGHTS CONTAINED HERE IN CONSIDERATION OF LICENSEE'S ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

## 1. Definitions

- a) "Derivative Object" means an object based upon the Object, or upon the Object and other preexisting objects, such as a translation, adaptation, arrangement of music or other alterations of a literary or artistic work, or phonogram or performance and includes cinematographic adaptations or any other form in which the Object may be recast, transformed, or adapted including in any form recognizably derived from the original, except that a work that constitutes a Compiled Object will not be considered a Derivative Object for the purpose of this License.
- b) "License Elements" means the following high-level license attributes as selected by Licensor and indicated in the title of this License: "Attribution", "ShareUnderTheSameConditions".
- c) "Licensor" means a natural or legal person that offers the Object under the terms of this License.
- d) "Licensee" means a natural or legal person exercising rights under this License who has not previously violated the terms of this License with respect to the Object, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.
- e) "Object" means a copyrightable work of authorship (literary, artistic and scientific work) and/or performance, phonogram, videogram and program of broadcasting organization, and/or database within the meaning of the Georgian Law on author's and neighboring rights, offered under the terms of this License and provided that such performance, phonogram, videogram, program of broadcasting organization or database is protected by applicable law in Licensee's jurisdiction.

- f) "Complied Object" means a collection of literary or artistic works (such as encyclopedias, anthology and periodical editions), database, or performances, phonograms, videogram, programs of broadcasting organizations or other works, in which selection and arrangement of the contents is the result of intellectual –creative efforts of its complier. An Object that constitutes a Complied Object will not be considered a Derivative Object for the purposes of this License.
- g) "Creator" means an individual who created an Object by his/her intellectual-creative effort. For the purposes of this License the Creator should also be taken to mean the performer, videogram and phonogram producer and broadcasting organization, producer of a database.
- h) "Creative Commons Compatible License" means a license that is listed at http://creativecommons.org/compatiblelicenses that has been approved by Creative Commons as being essentially equivalent to this License, including, at a minimum, because that license: (i) contains terms that have the same purpose, meaning and effect as the License Elements of this License; and, (ii) explicitly permits the relicensing of derivatives of works made available under that license under this License or either a Creative Commons Unported license or a Creative Commons jurisdiction license with the same License Elements as this License."
- "Reproduce" means to make in whole or partially, directly or indirectly one or more copies of the Object by any means and in any form including without limitation by sound or visual recordings. Reproducing also means the right of fixation and reproducing fixations of the Object for temporary or permanent storage in electronic (including digital), optical or other electronic medium.
- j) "Distribute" means to make available to the public the original or copies of the Object or Derivative Object, as appropriate, through sale or transfer of property or ownership in the other way.
- k) "Publicly Communicate" means transmission over the air of image or sound of the Object by cable or by other means (excluding distribution of copy of the Object), where such images and/or sounds can be received by persons outside of a normal circle of a family and its social acquaintances in a place (places), whose distance from transmission place is such, that without this transmission the images or sounds could not be received in said place (places), among them, such transmission then Object is accessible for any person at a place and a time chosen by him.
- 1) "Publicly Perform" means to present the Object by means of declaiming, playing, singing, dancing or in any other manner, directly (a live performance) or by any equipment at place (places), where public performance can be perceived without public transmission and where are present or can be present persons outside of a normal circle of a family and its social acquaintances. As a public performance of an audiovisual work shall be deemed the presentation of the work images in series.
- m) "Publicly Display" means any demonstration of the Object or its copy directly or on a screen by means of a tape, slide, sequence or otherwise, at place (places), where are present or can be present persons outside of a normal circle of a family and its social acquaintances. As a public display shall be deemed showing of images without series.

n) "Uniform Resource Identifier (URI)" – an Internet address to the information about the management of copyright and neighboring rights included in the License.

## 2. Free use of the object /limitations on exclusive rights

Nothing in this License is intended to reduce, limit, or restrict any rights of users arising from exhaustion of rights or other limitations on exclusive rights of rights' owner under the copyright and neighboring rights or other applicable laws.

### 3. License Grant

Under this non-exclusive License, the Licensor grants the Licensee worldwide, royalty-free license for the period for the duration of author's rights and neighboring rights to use the Object as stated below:

- a. to reproduce the Object, to incorporate the Object into one or more Complied Objects, and to reproduce the Object as incorporated in the Complied Object;
- b. to create and reproduce Derivative Objects provided that any such Derivative Object, including any translation in any medium, takes reasonable steps to clearly label, demarcate or otherwise identify that changes were made to the original Object. (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, Publicly Perform, Publicly Display and Publicly Communicate the Object including as incorporated in Complied Object; and
- d. to Distribute, Publicly Perform, Publicly Display and Publicly Communicate Derivative Objects.

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights allow 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. Where *sui generis* database rights of the Licensor (protection of database maker's rights) are recognized under the national law, the Licensor will waive these rights.

- e) For the avoidance of doubt:
- i. Non-waivable Compulsory License Schemes. In the event of non-waivable compulsory license schemes (e.g. for private use copies) the Licensor reserves the right to collect such royalties (whether or not through a collecting society) both for commercial and non-commercial use of the Object;
- ii. Voluntary License Schemes. The Licensor waives 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 the Licensee of the rights granted under this License.
- f) Moral Rights of Creator remain unaffected to the extend they are recognized and not waivable by applicable law.

### 4. Restrictions

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

- a) The Licensee may distribute, publicly perform, publicly communicate or publicly display the Object only under the terms of this License. The Licensee must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Object the Licensee distributes, publicly performs, publicly communicates or publicly displays. The Licensee may not offer or impose any terms on the Object that restrict the terms of this License or the ability of the recipient of the Object to exercise the rights granted to that recipient under the terms of the License. The Licensee may not sublicense the Object. The Licensee must keep intact all notices that refer to this License and to the provided warranties with every copy of the Object the Licensee distributes, publicly performs, publicly communicates or publicly displays. When the Licensee distributes, publicly performs, publicly communicates or publicly displays the Object, the Licensee may not impose any technological measures on the Object that restrict the ability of a recipient of the Object from the Licensee to exercise the rights granted to that recipient under the terms of the License. This Section 4(a) applies to the Object as incorporated in a Complied Object, but this does not require the Complied Object apart from the Object itself to be made subject to the terms of this License. If the Licensee creates a Complied Object, upon notice from any Licensor the Licensee must, to the extent practicable, remove from the Complied Object any reference to such Licensor or the Creator as required by Section 4(d), as requested, by referring to such removal. If the Licensee creates a Derivative Object, upon notice from any Licensor the Licensee must, to the extent practicable, remove from the Derivative Object any reference to such Licensor or the Creator as required by Section 4(d), as requested, by referring to such removal.
- b) The Licensee may distribute, publicly perform, publicly communicate or publicly display a Derivative Object only under (i) the terms of this License; (ii) a later version of this License with the same License Elements; (iii) the (Unported) Creative Commons license or a Creative Commons jurisdiction license (either this or a later license version) with the same License Elements (e.g. an Attribution-ShareUnderTheSameConditions License 3.0 (Unported)) ("Applicable License"). The Licensee must include a copy of, or the URI for Applicable License with every copy of each Derivative Object the Licensee distributes, publicly performs, publicly communicates or publicly displays. The Licensee may not offer or impose any terms on the Derivative Object that restrict the terms of this License or the ability of the recipient of the Derivative Object to exercise the rights granted to that recipient under the terms of the License. The Licensee must keep intact all notices that refer to the Applicable License and to the provided warranties with every copy of the Object as included in the Derivative Object the Licensee distributes, publicly performs, publicly communicates or publicly displays. When the Licensee distributes, publicly performs, publicly communicates or publicly displays the Derivative Object, the Licensee may not impose any effective technological measures on the Derivative Object that restrict the ability of a recipient of the Derivative Object from the Licensee to exercise the rights granted to that recipient under the terms of the Applicable License. This Section 4(b) applies to the Derivative Object as incorporated in a Complied Object, but this does not require the Complied Object apart from the Derivative Object itself to be made subject to the terms of the Applicable License.
- c) If the Licensee distributes, publicly performs, publicly communicates or publicly displays the Object or any Derivative Object or Complied Object, the Licensee must, unless a request has been made pursuant to Section 4(a), keep intact all copyright and neighboring rights notices for the Object and provide, reasonable to the medium or means the Licensee is utilizing: (i) the name of the

Creator (or pseudonym, if applicable) if supplied, and/or if the Creator and/or Licensor designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for attribution ("Attribution Parties") in Licensor's copyright and neighboring rights notices, terms of service or by other reasonable means, the name of such party or parties; (ii) the title of the Object if supplied; (iii) to the extent reasonably practicable, the Uniform Resource Identifier (URI), if any, that Licensor specifies to be associated with the Object, unless such URI does not refer to the copyright and neighboring rights notices or licensing information for the Object; and, (iv) consistent with Section 3(b), in the case of a Derivative Object, by referring to the use of the Object in the Derivative Object (e.g., "French translation of the Work by the Author," or "Screenplay based on original Work by the Author"). The acknowledgement of authorship required by this Section 4(c) may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Object or Complied Object, at a minimum such acknowledgement of authorship will appear, if an acknowledgement for all contributing authors of the Derivative Object or Complied Object appears, then as part of this acknowledgement of authorship and in a manner at least as prominent as the acknowledgement of authorship for the other contributing authors. For the avoidance of doubt, the Licensee may only use the acknowledgement of authorship required by this Section for the purpose of attribution in the manner set out above and, by exercising the Licensee's rights under this License, the Licensee may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Creator, Licensor and/or Attribution Parties, as appropriate, of the Licensee or use of the Object by the Licensee, without the separate, express prior written permission of the Creator, Licensor and/or **Attribution Parties** 

- d) The Licensee may not exercise any of the rights granted to the 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 Object for other copyrighted objects 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 objects.
- e) For the avoidance of doubt: The restrictions mentioned above ((paragraph 4(a), paragraph 4(b), paragraph 4(c) and paragraph (d)) do not apply to those parts of the Object considered to fall within the definition of an "Object" under this License exclusively because they meet the criteria of the *sui generis* database right under the national law.

# 5. Warranties

The Licensor warranties that the Object is original, Creator has full ownership title in the Object and nobody pretends that the Creator of the Object indicated may claim for authorship itself, and nobody has received any rights shared or granted under this License. The Licensor releases the Licensee from any claim from third parties to the rights in the Object and their use as intended under the terms of this License.

### 6. Limitation on Liability

Beyond the warranties contained in Section 5 Licensor is liable for damages only in cases of intentional damage and damages arising from negligible action.

## 7. Termination

a) This License and the rights and obligations will terminate automatically upon any breach by the Licensee of the terms of this License. Natural or legal persons who have received

- Derivative Objects or Complied Objects from the Licensee under this License, however, will not have their licenses terminated provided such natural or legal 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 of author's and neighboring rights in the Object. Notwithstanding the above, Licensor reserves the right to release the Object under different license terms or to stop distributing the Object 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, publicly performs, publicly communicates or publicly displays the Object or a Complied Object, the Licensor offers to the recipient a license to the Object on the same terms and conditions as the license granted to the Licensee under this License.
- b) Each time the Licensee distributes, publicly performs, publicly communicates or publicly displays a Derivative Object, Licensor offers to the recipient a license to the original Object 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 agreement, 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 Object licensed here. There are no understandings or agreements with respect to the Object not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from the Licensee. This License may not be modified without the mutual written agreement of the Licensor and the Licensee.
- f) Unless otherwise agreed by the parties to this License (Licensor and Licensee) this License should be governed by Georgian Law.

### **Creative Commons Notice**

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Object. Creative Commons will not be liable to the Licensee or any party on any legislation 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 Object 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 <a href="http://creativecommons.org/">http://creativecommons.org/</a>.

Re-translation and adaptation of Creative Commons Public License was done by Business Intelligence and Valuation Group – "BVG", Ltd with financial assistance of Eurasia Partnership Foundation.