



Creative Commons Legal Code

Attribution-NoDerivs 3.0 Armenia

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 MAKES NO WARRANTIES REGARDING THE CONTENT PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING 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 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 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 and cinematographic 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**). A work that constitutes an Adaptation will not be considered a Collection (as defined below) for the purposes of this License.

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, other than works listed in Section 1(f) below, which are, by the reason of the selection and/or arrangement of their contents, constitute intellectual creations, (hereinafter referred to as **Collection**), in which the Work is included in its entirety in unmodified form along with one or more other contributions, each constituting separate and independent works in themselves, which together are assembled into a collective whole. A work that constitutes a Collection will not be considered an Adaptation (as defined above) for the purposes of this License.

b. **"Distribute"** means to put into circulation, make available to the public the original or copies of the Work, as appropriate, through sale or other form of transfer of ownership as well as their importation.

c. **"Licensor"** means the natural person(s) or legal entity(s) that is (are) holder of economic rights who offer(s) the Rights to Use the Work under the terms of this License.

d. **"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 or if no 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 Author and shall be entitled to protect the Author's rights and ensure their execution.

e. **"Related rights holder"** means:

(i) 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(hereinafter referred to as **Performer**);

(ii) 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;

(iii) in the case of broadcasts, the organization that transmits the broadcast; and,

(iv) in the case of database, the database maker;

(v) in the case of typographical arrangements of publication, publisher of typographical arrangements of his/her publication.

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, programs of broadcasting organization and databases.
- 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 the Law or other applicable laws.

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 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; and,
- b. to Distribute and Communicate to the Public the Work including as incorporated in Collections; and,

For the avoidance of doubt:

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 Licensee of the rights granted under this License.

Where the licensor is the owner of the *sui generis* database rights (protection of database maker's rights) under the national law, the licensor will waive these rights.

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, but otherwise Licensee has no rights to make Adaptations. 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 the Uniform Resource Identifier (URI) 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 Author or Related rights holder Licensee must, to the extent practicable, remove from the Collection any credit as required by Section 4(b), as requested.
- b. If Licensee Distributes, or Communicates to the Public the Work 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 provide, reasonable to the medium or means Licensee is utilizing: (i) the name of the Author or Related rights holder (or pseudonym, if applicable) if supplied, and/or if the Author and/or Licensor designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for attribution ("**Attribution Parties**") in Licensor's copyright or related rights notice, terms of service or by other reasonable means, the name of such party or parties; (ii) the title of the Work if supplied; (iii) to the extent reasonably practicable, the URI, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright or related rights notice or licensing information for the Work. The credit required by this Section 4 (b) may be implemented in any reasonable manner; provided, however, that in the case of a Collection, at a minimum such credit will appear, if a credit for all contributing authors or related rights holders of the 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's rights under this License, Licensee may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Author or Related rights holder, Licensor and/or Attribution Parties, as appropriate, of Licensee or Licensee's use of the Work, without the separate, express prior written permission of the Author or Related rights holder, Licensor and/or Attribution Parties.
- c. For the avoidance of doubt: The restrictions mentioned above do not apply to those parts of the work considered to fall within the definition of a "work" under this license

exclusively because they meet the criteria of the **sui generis database right** under the national law.

- d. Non-economic rights of the Author and Performer (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 granted hereunder will terminate automatically upon any breach by Licensee of the terms of this License. Natural persons or legal entities who have received Collections from Licensee under this License, however, will not have their licenses terminated provided such natural persons or legal entities 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 perpetual (for the duration of the Licensor's economic rights in the Work). Notwithstanding the above, 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. 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.
- c. 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.

- d. 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

Unless otherwise agreed by the parties to this contract (Licensor and Licensee) this License should be governed by Armenian Law.

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' Centre for Information Law and Policy with financial assistance of Eurasia Partnership Foundation.

29 May 2009