Attribution-NonCommercial-Derivate Work Alike 1.0

It is clearer to use derivate work alike

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS DRAFT LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE ("CCPL" OR "LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, the client (as defined below) ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF THIS LICENSE. THE LICENSOR GRANTS the client THE RIGHTS CONTAINED HERE IN CONSIDERATION OF his ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

As a contract license, we must use CLIENT instead of YOU.

1. Definitions

For this license purposes, the following definitions are established:

- a. "Work" An original literary, artistic o scientific creation in all media and formats, tangible or intangible, whether now known or hereafter devised, and that can be protected by copyright rights granted in this license
- b. "Collective Work" A new work that includes the Work or the Work and other pre-existing works without the collaboration of its original author or authors. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.
- c. "Derivative Work" A work based upon the Work or upon the Work and other pre-existing works, such as a translation, adaptation, revision, upgrade and annotation, summary and extract, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted.
- d. "Original Author" The natural person or legal entity that created the Work.
- e. "Licensor" The natural person or legal entity that holds the copyright rights and that offers the Work under the terms of this License.

- f. "Client" The 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.
- g. "Reproduction" To fix a Work in any support that allows the communication and to get a copy of all the Work or a part of it.
- h. "Distribution" To offer the original Work or copies of the Work by selling, renting, letting or any other mean. This license only authorizes a non-commercial distribution.
- i. "Public performance" Any event by any means where many people can access to the Work without a previous distribution of copies of the Work. The public digitally performance is included for the purposes of this license.

The definitions have been adapted and we have add some terms.

- **2. Fair Use Rights.** Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.
- **3. License Grant.** Subject to the terms and conditions of this License, Licensor hereby grants the client a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:
 - a. to reproduce the Work in the terms of this license;
 - b. to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works, in the terms of this license;
 - c. to create and reproduce Derivative Works, in the terms of this license;
 - d. to distribute copies of, display publicly, perform publicly by any means the Work including as incorporated in Collective Works, in the terms of this license;
 - e. to distribute copies of, display publicly, perform publicly by any means Derivative Works, in the terms of this license;

The above rights may be exercised in all media and formats, tangible or intangible, 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.

Addition of "in the terms of this license", and suppression on "publicly digitally perform" as it is included in "publicly perform".

Addition of "tangible and intangible"

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

- The client may distribute, publicly display, or publicly perform the Work only under the terms of this License, and the client must include a copy of, or the Uniform Resource Identifier for, this License with every copy of the Work the client distributes, publicly displays or publicly performs. The client may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. The client may not sublicense the Work. The client must keep intact all notices that refer to this License and to the disclaimer of warranties. The client may not distribute, publicly display, or publicly perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If the client creates a Collective Work, upon notice from any Licensor the client must, to the extent practicable, remove from the Collective Work any reference to such Licensor or the Original Author, as requested. If the client creates a Derivative Work, upon notice from any Licensor the client must, to the extent practicable, remove from the Derivative Work any reference to such Licensor or the Original Author, as requested.
- b. The client may distribute, publicly display, or publicly perform a Derivative Work only under the terms of this License, and the client must include a copy of, or the Uniform Resource Identifier for, this License with every copy of each Derivative Work the client distributes, publicly displays, or publicly performs. The client may not offer or impose any terms on the Derivative Works that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder, and the client must keep intact all notices that refer to this License and to the disclaimer of warranties. The client may not distribute, publicly display, or publicly perform the Derivative Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Derivative Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Derivative Work itself to be made subject to the terms of this License.
- c. The client may not exercise any of the rights granted to the client 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 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 works.
- d. If the client distributes, publicly displays, publicly performs the Work or any Derivative Works or Collective Works, the client must keep intact all copyright notices for the Work and give the Original Author credit reasonable to the medium or means the client is utilizing by conveying the name (or pseudonym if applicable) of the Original Author if supplied; the title of the Work if supplied; in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or

"Screenplay based on original Work by Original Author"). Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

e. When the Work is included in a database, the owner o manager of this database has to renounce to any right related with this inclusion and concerning the use of the Work once is extracted from the database, individually or together with any other works.

We have to add this paragraph about the database because it is need in the EU legislation.

5. Representations, Warranties and Disclaimer

- a. By offering the Work for public release under this License, Licensor represents and warrants that, to the best of Licensor's knowledge after reasonable inquiry:
 - i. Licensor has secured all rights in the Work necessary to grant the license rights hereunder and to permit the lawful exercise of the rights granted hereunder without the client having any obligation to pay any royalties, compulsory license fees, residuals or any other payments;
 - ii. The Work does not infringe the copyright, trademark, publicity rights, common law rights or any other right of any third party or constitute defamation, invasion of privacy or other tortuous injury to any third party.
- b. EXCEPT AS EXPRESSLY STATED IN THIS LICENSE OR OTHERWISE AGREED IN WRITING OR REQUIRED BY APPLICABLE LAW, THE WORK IS LICENSED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE CONTENTS OR ACCURACY OF THE WORK.
- 6. Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, AND EXCEPT FOR DAMAGES ARISING FROM LIABILITY TO A THIRD PARTY RESULTING FROM BREACH OF THE WARRANTIES IN SECTION 5, IN NO EVENT WILL LICENSOR BE LIABLE TO THE CLIENT ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Termination

a. This License and the rights granted hereunder will terminate automatically upon any breach by the client of the terms of this License. Individuals or entities who have received Derivative Works or Collective Works from the client under this License, however, will not have their licenses terminated provided such

- individuals or 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 applicable copyright 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 without notifying the client; 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.

There is no need to notify the client about any change made in the Work.

8. Miscellaneous

- a. Each time the client distributes or publicly digitally performs the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to the client under this License.
- b. Each time the client distributes or publicly digitally performs a Derivative Work, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to the client 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 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 You. This License may not be modified without the mutual written agreement of the Licensor and the client.

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 the client 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, neither party will use 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.

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