

THIS DOCUMENT IS A TRANSLATION OF THE GUIDELINES AGREED ON BY KODA AND CC-DENMARK IN THE CONTEXT OF THEIR COLLABORATION. THESE GUIDELINES HAVE BEEN DRAWN UP SPECIFICALLY FOR USE OF THE CC LICENSES BY KODA MEMBERS AND ARE WITHOUT PREJUDICE FOR OTHER CC ENTITIES.

Guidelines for clarification of the term "Non-Commercial" in Creative Commons License Agreements

The License Agreement

It appears from the Creative Commons License Agreement that if the Licensor has chosen the license element "Non-Commercial", the Licensee has no right to exercise any of the rights acquired under the License Agreement in a 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 other methods is not to be considered in violation of this term provided there is no payment of any monetary compensation in connection with the exchange of copyrighted works.

Furthermore, it appears from the Creative Commons License Agreement that the term "Non-Commercial" in connection with public performance does not include public performance that has a primarily commercial purpose. In this context performance with the purpose of generating profits to individuals is regarded as having a commercial purpose. This principle also applies to the copying of works.

Guidelines for interpretation

1. "Non-Commercial user"

In order for the use of works to be regarded as "Non-Commercial" the person, organisation etc. using the work must qualify as a "Non-Commercial user". A "Non-Commercial user" is

1. An individual
2. A non-profit educational institution or a public library
3. A non-profit organisation, institution etc. that meets the requirements for qualification as a benevolent or charitable organisation according to sections 8 A (deduction of charitable gifts) and 12(3) (deduction of ongoing payments) of the Danish Tax Assessment Act

Furthermore, a technical supporter, e.g. a copy shop, an Internet Service Provider or other service provider, acting on behalf of a "Non-Commercial user" as defined under nos. 1-3 shall be regarded as a "Non-Commercial user".

2. "Advertising etc."

a) In order for the use of a work to be regarded as Non-Commercial it must also meet the following requirement: that the work is not used in connection with advertising, sponsorship or promotion of the products or services of third parties.

b) If the set-up of a website requires users to click through webpages containing advertisements etc. relating to the products or services of third parties in order to gain access to a Creative Commons licensed work, the use of the work shall be regarded as commercial.

3. “Remuneration as a condition of use”

a) Concerning services

i. If a consideration in money or money’s worth is received for a service provided in connection with a Creative Commons licensed work, the use of the work does not qualify as Non-Commercial.

ii. This does not apply if remuneration is received for a service provided (e.g. by a copy shop) to and on behalf of a user and this service is of limited significance and subsidiary to the use of the licensed work (e.g. a compendium for a course at an educational institution).

b) Concerning works

i. If a consideration in money or money’s worth is received in connection with the use of a Creative Commons licensed work, the use of the work does not qualify as Non-Commercial.

ii. If a Creative Commons licensed work is used in connection with a request for voluntary contributions (donations, supporting membership or the like) for the benefit of an individual, an educational institution or a non-profit organisation, the use of the work qualifies as Non-Commercial.

THIS DOCUMENT IS A TRANSLATION OF THE GUIDELINES AGREED ON BY KODA AND CC-DENMARK IN THE CONTEXT OF THEIR COLLABORATION. THESE GUIDELINES HAVE BEEN DRAWN UP SPECIFICALLY FOR USE OF THE CC LICENSES BY KODA MEMBERS AND ARE WITHOUT PREJUDICE FOR OTHER CC ENTITIES.