



# **CESAR**

**Central and South-East European Resources**

**Project no. 271022**

## **Deliverable D4.2**

**IPR principles and provisions as agreed with  
METANET and partner projects**

**Version No. 1.4**

**19/07/2011**

## Document Information

|  |  |
|--|--|
| Deliverable number:                    | D4.2   |
| Deliverable title:                     | IPR principles and provisions as agreed with META-NET and partner projects |
| Due date of deliverable:               | 31/05/2011   |
| Actual submission date of deliverable: | 19/07/2011   |
| Main Author(s):                        | György Szaszák   |
| Participants:                          | Klára Vicsi, Radovan Garabík   |
| Internal reviewer:                     | Tamás Váradi - RILHAS  |
| Workpackage:                           | WP4  |
| Workpackage title:                     | Cross-national collaboration and pilot service                             |
| Workpackage leader:                    | BME  |
| Dissemination Level:                   | PP   |
| Version:                               | 1.4  |
| Keywords:                              | Intellectual property rights   |

## History of Versions

| Version | Date       | Status          | Name of the Author (Partner) | Contributions | Description/ Approval Level                                |
|---------|------------|-----------------|------------------------------|---------------|--|
| 1.4     | 14/07/2011 | Final           | György Szaszák               | BME, LSIL     | Finalization with help of LSIL.                            |
| 1.3     | 29/06/2011 | Final           | György Szaszák               | BME           | Modification based on CESAR project meeting of 26/06/2011. |
| 1.2     | 26/06/2011 | Pre-final draft | György Szaszák               | BME           | Additional information based on help of partners           |
| 1.1     | 31/05/2011 | draft           | György Szaszák               | BME           | Core version   |

## EXECUTIVE SUMMARY

This report offers an overview of Intellectual Property Rights (IPR) to be adapted within the CESAR project for language resources and tools. The licensing schemes proposed by META-NET are presented shortly including Creative Commons, META-SHARE COMMONS and CLARIN licenses. The aim of the document is to provide all CESAR partners the description of available licenses to be assigned to the language resources represented in the project. Language resources and tools scheduled for the first upload cycle are also summarized concerning their foreseen licenses.

The present document is based on recommendations by META-NET, the D4.2. deliverable (v1.0) of the META-NORD consortium and CESAR partners' contribution.

## Table of Contents

|   |           |
|---|-----------|
| <b>1. Introduction .....</b>                                      | <b>7</b>  |
| <b>2. General principles .....</b>                                | <b>7</b>  |
| 2.1. Basics .....   | 7         |
| 2.2. Protection of personal data .....                            | 8         |
| 2.3. Restrictions .....   | 8         |
| 2.4. Open Market provisions .....                                 | 8         |
| 2.5. Public Funding .....   | 8         |
| 2.6. What does open sharing refer to?.....                        | 8         |
| <b>3. Basic concepts of Intellectual Property Rights .....</b>    | <b>9</b>  |
| 3.1. The copyright.....   | 9         |
| 3.2. Related rights for databases.....                            | 9         |
| 3.3. Rights guaranteed by higher priority laws.....               | 9         |
| 3.4. Economical rights.....                                       | 10        |
| 3.5. Personal data .....  | 10        |
| <b>4. Licensing schemes.....</b>                                  | <b>10</b> |
| <b>4.1. Open content and open source licenses .....</b>           | <b>10</b> |
| 4.1.1. Creative Commons licenses .....                            | 10        |
| 4.1.2. Applicable pre-defined restrictions for CC licenses .....  | 11        |
| 4.1.3. Open source licenses.....                                  | 11        |
| <b>4.2. META-SHARE licenses .....</b>                             | <b>11</b> |
| 4.2.1. META-SHARE licenses based on CC .....                      | 11        |
| 4.2.2. META-SHARE licenses requiring financial transactions ..... | 12        |
| <b>4.3. CLARIN model agreement templates.....</b>                 | <b>12</b> |
| 4.3.1. Main CLARIN license categories .....                       | 13        |
| 4.3.2. Additional restrictions or conditions .....                | 13        |
| <b>4.4. Guarantee of license respect .....</b>                    | <b>14</b> |
| <b>4.5. Restrictive licenses – pseudo corpora.....</b>            | <b>14</b> |
| <b>4.6. The CESAR licensing scheme .....</b>                      | <b>15</b> |
| 4.6.1. National level IPR regulations .....                       | 15        |
| 4.6.2. Language resources and tools .....                         | 15        |
| 4.6.3. License summary.....                                       | 18        |
| <b>5. Choosing a license – quick guide .....</b>                  | <b>19</b> |
| <b>6. Legal codes (full license texts) .....</b>                  | <b>21</b> |
| <b>6.1. CC licenses .....</b>                                     | <b>21</b> |
| 6.1.1. CC BY version 3.0.....                                     | 21        |
| 6.1.2. CC BY ND version 3.0 .....                                 | 27        |
| 6.1.3. CC BY NC version 3.0 .....                                 | 33        |
| 6.1.4 CC BY SA version 3.0 .....                                  | 39        |
| 6.1.5. CC BY NC SA version 3.0 .....                              | 46        |
| 6.1.6. CC BY NC ND version 3.0 .....                              | 53        |
| <b>6.2. Open tool licenses .....</b>                              | <b>59</b> |
| 6.2.1. GPL version 3.0.....                                       | 59        |
| 6.2.2. LGPL version 3.0 .....                                     | 71        |
| <b>6.3. META-SHARE licenses.....</b>                              | <b>74</b> |
| 6.3.1. META SHARE COMMONS BY NC version 0.9.....                  | 74        |
| 6.3.2. META SHARE COMMONS BY ND version 0.9 .....                 | 79        |

|  |           |
|--|-----------|
| 6.3.3. META SHARE COMMONS BY SA version 0.9 .....    | 83        |
| 6.3.4. META SHARE COMMONS BY NC ND version 0.9 ..... | 87        |
| 6.3.5. META SHARE COMMONS BY NC SA version 0.9 ..... | 91        |
| <b>6.4. CLARIN licenses .....</b>                    | <b>95</b> |
| 6.4.1. CLARIN Deposition & License Agreement.....    | 95        |
| 6.4.2. CLARIN Upgrade Agreement.....                 | 99        |

## Abbreviations

| Abbreviation  | Term/definition   | Remark                        |
|---------------|---|-------------------------------|
| LR            | Language Resource   |                               |
| LRT           | Language Resources and Tools (either language data or tools)  |                               |
| BY            | Acknowledge always the copyright holder/creator of LRT  | CC and META-SHARE only        |
| NC            | Non Commercial use or in any way primarily intended for commercial advantage or payment                         | Both CC/META-SHARE and CLARIN |
| ND            | No Derivatives  | CC and META-SHARE only        |
| SA            | Share Alike   | CC and META-SHARE only        |
| RES           | Restricted resource   | CLARIN only                   |
| ACA           | Academic use  | CLARIN only                   |
| PUB           | Publicly available, no distribution rights  | CLARIN only                   |
| ReD           | Redeposition is required, i.e. the modified versions need to be deposited to the Content Provider               | CLARIN only                   |
| Inf           | The User is required to provide information about the publications etc. based on work done with/on the Resource | CLARIN only                   |
| You           | Person (a juridical body) acquiring rights under the License  | META-SHARE                    |
| User          | Person (a juridical body) acquiring rights under the License  | CLARIN only                   |
| Licensor      | Offers the resource under the terms and conditions of the license   | META-SHARE                    |
| Depositor     | Offers the resource under the terms and conditions of the license   | CLARIN only                   |
| Repository    | Stores and maintains resources  | Both CC/META-SHARE and CLARIN |
| Content       | Related to a specific resource governed by a specific agreement   | CLARIN only                   |
| Managing Node | Provider of deposited resources or tools  | META-SHARE                    |
| CP            | Content provider  | CLARIN only                   |

**Table 1. Abbreviations**

## 1. Introduction

The Description of Work (DoW) defines task 4.2, IPR and other legal issues as:

“Promoting the use of open data and following the Creative Commons and Open Data Commons principles, the consortium will apply the most appropriate license schemes out of the set of templates provided by META-NET. Model licenses will be checked by the consortium with respect to regulations and practices at national level, taking account of possibly different regimes due to ownership (private vs. public sector), type (data vs. software), or pre-existing arrangements with the owners of the original content from which the resource was derived. Resources resulting from the project will be cleared i.e. made compliant with the legal principles and provisions established by META-NET, as completed/amended by the consortium and accepted by the respective right holders.”

The aim of the present document is to provide all CESAR partners with the set of licenses, their description and templates to choose from. All language resources involved in the project should have their associated license. Eventually, license conditions of already existing resources can be re-negotiated with right holders.

The default META-NET/META-SHARE licenses are ready to use and they cannot be modified whereas templates can either be used as such by choosing the appropriate conditions and restrictions, or they can be modified to provide the target group with wider or narrower rights than the template does as such, or also to define the group of users entitled to access the resource.

In section 2., some general principles provided by META-NET are summarized. Section 3. is an extract of the deliverable D4.2 V1.0 of the META-NORD consortium, which gives some explications about copyright basics. In section 4., predefined and template licenses are presented briefly. If needed, the complete text of each license can be checked in the appendices. Finally, section 5. helps you to choose the license that fits the best your needs (also adapted from META-NORD D4.2 V1.0). Section 6. contains full text (legal codes) of available licenses.

## 2. General principles

In the following, general principles concerning rights and licensing issues provided by META-SHARE are cited and/or summarized briefly. Pre-defined licenses per se follow these principles. As said earlier, licenses provided by META-SHARE are fixed.

### 2.1. Basics

All necessary Intellectual Property Rights have to be cleared before any language resource or tool (LRT) is disseminated or made available in any possible way or means to the public (first upload due at M10). Any grant of access to LRTs includes at least the right to both humans and machines to *read* the relevant content. If a LRT is provided under share alike (SA) conditions, i.e. if the LRT's derivatives have to be shared under the same terms and conditions, such conditions are part of a standard licence. A collection of LRTs has to be licensed preferably under compatible SA licences.

## **2.2. Protection of personal data**

The protection of personal data is a crucial requirement, covered by the directive 95/46/EC of the European Commission, to be presented in more details in section 3.5 As far as the material contains personal, sensitive or confidential data and as far as this cannot be eliminated by some pre-processing of the material, all reasonable efforts have to be made to obtain consent for the maximum possible use, re-use, dissemination and distribution of the resource, at best at the point of creation, but in any case **prior to sharing** the LR or making it available to the public.

## **2.3. Restrictions**

As agreed within META-NET, the restrictions to use or re-use LRTs should be the minimum possible so that LRTs are continuously enriched and language technologies and related services are fully deployed and further developed. If attribution is required, sufficient information to identify the attributed entity including names, nationalities and legal status shall accompany the LRT concerned. These features are in fact part of the metadata description.

## **2.4. Open Market provisions**

While it is encouraged that LRTs be made available in an as open way as possible, any LRT infrastructure should support possible business models without imposing any restrictions or barriers to market entry. If non-commercial obligations are attached to LRTs, there has to be a precise definition of what constitutes commercial use as well as a clear, standardised and pre-defined way to obtain commercial rights.

## **2.5. Public Funding**

If a LRT is/was produced entirely with public funding, it has to be open or shared at least for research purposes. Language resources fully funded by public money have to contain clear attribution and right-holder information, be properly documented and be made available with an appropriate license allowing them to be available either as open or as shared with a fee that should not exceed the cost of their maintenance.

## **2.6. What does open sharing refer to?**

The preferred way of obtaining LRTs includes full access to their content so that they can be used as such, processed or incorporated in the user's environment. Most of the users expect to have access to the content in an open mode. The term *open* here refers to readable, manipulable data (format), hence open access does not exclude payment for the content. "The pricing of a LRT should be understood as completely distinguished from the legal status of LRT has and the legal requirements for its use. One can pay for a resource that is still available in open mode and could be made available through a large network that can manage the charges collected. But in order to be coherent, one can not expect to distribute a resource for a fee and allow any user to redistribute it as this is impossible to supervise; so for



coherency (and not legal) sake, one should be ready to give up payments if the data is put in the public domain or licensed under permissive license (e.g without ND clause)<sup>1</sup>”.

### **3. Basic concepts of Intellectual Property Rights**

This section is an edited copy of the document META-NORD D4.2 v1.0 section 2. with adaptation to CESAR, as basic concepts of IPR remain the same between these two PSP projects.

#### ***3.1. The copyright***

The legislation defines the rights owned by the author of any work. The nature of these rights can be immaterial or material, and the function of copyright is to protect the author, i.e. the copyright holder, so that these rights are realized. The ideas or knowledge in the work is not protected, but the work as such is. Copyright protects the rights of authors, performers, producers, broadcasters, etc. The copyright holder can transfer some of his/her rights to grant a third party certain rights concerning the use of the protected material. One option is to issue a license containing information on the conditions under which the usage is permitted. The copyright holder can also enter into an agreement stating the conditions of use with a body taking care of the distribution in practice and the agreement then specifies the license under which the administration can give rights to use the work. In the META-NET/META-SHARE context, the work is called resource (e.g. the most often a language resource which can be a database or a tool) or sometimes material. There copyright can belong to several authors jointly. Copyright states that the resource cannot be used, i.e. copied or reproduced, distributed or communicated to the public without the right holder's consent, if no exception in the national legislation applies or there is no license for the resource.

#### ***3.2. Related rights for databases***

Databases are covered by related rights that have the same function as copyright with the difference in the nature of the protected material (e.g. audiovisual recordings, broadcastings, speech, photographs, databases and lists) and the terms of copyright. Otherwise the rights are similar although some details might differ. The protected issue in these related rights is the work done in compiling these, whereas copyright protects the innovative nature of the work. In the present document, the term copyright is used to cover related rights as well.

#### ***3.3. Rights guaranteed by higher priority laws***

The licenses and agreements do not need to cover such acts that are covered by the legislation. For example, moral rights include a right to be acknowledged as creator, and a prohibition of distortion of the work. It is therefore not necessary to include a requirement for the user to cite the source in the license or agreement, nor to define that distortion of the work is not allowed. The copyright holder cannot transfer moral rights completely, and naming the author is always a precondition for the use of the resource.

---

<sup>1</sup> D6.1.1, META-SHARE:Licenses, Legal, IPR and Licensing issues

### **3.4. Economical rights**

Economical rights include two basic rights: a right to produce copies of the work, and a right to make the work public. There is no requirement for the copy to be identical, and it can also be a translation. Making the work public means distribution, presentation, showing with or without technology. These rights do not mean that there should be payment involved.

### **3.5. Personal data**

The directive 95/46/EC of the European Commission defines personal data as any information relating to an identified or identifiable natural person (called ‘data subject’). A person is regarded to be identifiable if she can be identified either directly or indirectly, in particular by reference to an identification number or to one or several factors which are specific to her/his physical, physiological, mental, economic, cultural or social identity. For personal data in newly created LRs, the best approach is to procure sufficient consent for research and also for secondary use from the research subjects. If personal data have been collected with insufficient rights for distribution or secondary use, there may still be some options, e.g. anonymisation for distribution or certain exemptions for scientific, historical or statistical research purposes.

Usually the data contained in speech corpora, to be either transcript or sound, is regarded sensitive data, and the legislation on private person protection (i.e. the personal data issues) strictly restricts the usage of any resource where the subjects can be identified. Unless the consent from the subjects (interviewees for example) has been obtained beforehand, which explicitly states the right to use the subject’s data for the specified purposes in a form that the subject has understood and preferably confirmed this by her/his signature.

## **4. Licensing schemes**

Section 4 was elaborated based on section 3. in META-NORD D4.2 V1.0 deliverable, discussed and fine-tuned according to CESAR partners requests and remarks.

### **4.1. Open content and open source licenses**

The licenses associated to a LRT can be addressed to pre-defined group like researchers, individuals, employees of a certain company, etc or can be general in terms of the appartenance of the user. A license can either give more rights than the user otherwise would have or restrict the rights that the higher level IPR legislation grants the user with. Open content and open source licenses usually give more rights than by default legislation gives, whereas the so-called End User License Agreements usually associated with commercial products directly describe a restricted set of rights to be granted to the users. A widely used **Open content license** system is Creative Commons (CC), which is presented in the next subsection.

#### **4.1.1. Creative Commons licenses**

The CC licenses do not require that the user be part of any predefined group. All CC licenses give the user the right to modify, to copy, to present, and even to redistribute the resource.

#### 4.1.2. Applicable pre-defined restrictions for CC licenses

The following restrictions can be used to restrict the rights transferred to the user in case of a CC license:

- **BY (Attribution)**: the creator/copyright holder must be acknowledged always. Even if the original work constitutes part of the derivative or the work distributed, the original creator has to be acknowledged. This requirement is always part of all CC licenses, except CC0.
- **SA (Share Alike)** or copyleft: the derivatives based on the resource need to be licensed further with the same license.
- **NC (Non Commercial)**: in this case, the use towards commercial benefit is prohibited. The resource can still be distributed but no payment can be collected. Defining commercial benefit is very difficult, as the compensation can be indirect e.g. when a resource is part of a website containing commercials providing benefit for the owner. The derivatives cannot be licensed with licenses giving rights to commercial use.
- **ND (No Derivatives)**: the use of the resource is restricted to the original form. Creating derivatives is prohibited. It is not possible to use parts of a text for example or to join parts of the text with other texts. In practice, creating derivatives is realized by distribution.

***Note:** if you use the CC license without any restrictions, it is commonly referred to as CC0. Using CC0, you can waive all copyrights and related or neighboring rights that you have over your work, such as your moral rights (to the extent waivable), your publicity or privacy rights, rights you have protecting against unfair competition, and database rights and rights protecting the extraction, dissemination and reuse of data.*

#### 4.1.3. Open source licenses

The **Open source licenses** are specifically designed for software and tools. The most popular license for software programs has lately been GNU General Public License (GNU GPL or GPL). It provides anybody a right to use, copy, modify and distribute the software and the source code. If the program is distributed further, or if it is part of a derivative, it has to be licensed with the same license without any additional restrictions (copyleft). LGPL (Lesser General Public License) differs from the GPL licenses in that where GPL makes the program available for free programs, LGPL allows for proprietary use also. Other open source licenses are MsPL and BSD.

### 4.2. META-SHARE licenses

#### 4.2.1. META-SHARE licenses based on CC

META-SHARE licenses are based on the CC-licenses discussed above. The only difference is that they are restricted to users within the META-SHARE community. The resource can be distributed via an organization that is a member of META-SHARE. All the same restrictions apply.

This means that META-SHARE licenses can be a good choice for resources where the copyright holder wants the potential users to belong to a predefined group. The distribution is

not worldwide but restricted to the META-SHARE community. Numbers of potential users are smaller than with CC-licenses. The licenses cover issues on collective works, databases and works of shared authorship.

***Note:** At the time of writing this report, the work on META-SHARE licenses is in progress. The licenses available as appendices are NOT THE FINAL VERSIONS.*

#### **4.2.2. META-SHARE licenses requiring financial transactions**

Some pre-existing resources to be included in META-SHARE can be either of strategic relevance or previously licensed under different conditions, requiring payment either for commercial or non commercial use. As agreed with META-NET, two such kind of licenses are planned to be implemented:

- META-SHARE COM-NR-F [(COM: commercial use allowed) (NR : no redistribution) (F : FINANCIAL TRANSACTION NEEDED)]
- META-SHARE NCNR-F [(NC : Non-commercial use allowed) (NR : no redistribution) (F : FINANCIAL TRANSACTION NEEDED)]

The final legal code of these licenses is unknown at the time this report is written, however, they will guarantee a payment for the LRTs.

#### **4.3. CLARIN model agreement templates**

CLARIN agreements are designed for tools and resources distributed within the research community but the Deposition & License agreement allows commercial use within the scope of the legislation by default when it is not explicitly ruled out. Without modification, the CLARIN agreements do not give a right for sub-licensing and they apply within the CLARIN community. The agreements presume that the copyright holder either retains the right to grant usage rights or delegates this task to the repository or some other body but the process can also be more automatic.

The CLARIN agreements are always templates. This means that the agreements can be modified to meet the requirements of the copyright holder, allowing for flexible tuning of right holder preferences. This option is not available with the CC-licenses or the META-SHARE licenses as they are predefined and unchangeable licenses.

Recommendation: The CLARIN model agreements can be modified and thus applicable to all kinds of purposes. It is, however, advisable not to make a modified agreement if one of the CC or META-SHARE licenses fit your needs.

The CLARIN Deliverable D2.1 includes two agreements, a deposition agreement and an upgrade agreement. In addition to this, the appendices include other relevant agreements, such as terms of service (between the user and the repository), privacy policy issues (for making sure that the details on the user are protected), an application form for use of restricted data from the repository, data user agreement (between the user and the repository) and the data processor agreement (between the content provider and the service provider).

The document is available at [www.clarin.eu](http://www.clarin.eu) deliverables.

#### 4.3.1. Main CLARIN license categories

The CLARIN classification scheme uses laundry tags and groups the licenses into 3 main categories. The categories will be presented here, as well as the potential need of modifying the categories for CESAR. Two important differences between CLARIN and CC/META-SHARE licenses are that (i) in CLARIN licenses, redistribution or sub-licensing are not incorporated, e.g. these are by default prohibited; the distribution of eventual derivatives is not allowed (creating derivatives is allowed, of course, but distributing them is not); (ii) CLARIN agreements can be modified (edited) to meet the requirements of the licensor (called depositor in CLARIN terminology), while CC/META-SHARE licenses are fixed.

#### Main categories/laundry tags of CLARIN licenses:

- **Publicly Available (PUB):** No limitations on who can access and use the tools and resources. No limitations on the purpose the tools and resources are used for. But still no right to distribute the material.
- **Academic Use (ACA):** Available for anyone doing research or studying in an academic institution recognized by an Identity Federation (IdF). Can be used for studying, research and teaching purposes. The user needs to be authenticated.
- **Restricted Use (RES):** Any special conditions included in the deposition agreement and thus contractual in nature, e.g. a requirement to submit detailed information such as an abstract about the planned usage. Specific ethical or data protection related additional requirements, as content including Personal Data typically falls under the scope of RES.

#### 4.3.2. Additional restrictions or conditions

For any type of CLARIN agreements, the following restrictions can be applied:

- **NC:** A requirement for strictly non-commercial use. A term requiring noncommercial use of the content is commonly found in different licenses. It is problematic because there is no common definition of what non-commercial actually means in different jurisdictions.
- **Inf:** A requirement to inform the Content Owner or the Content Provider regarding the usage of the tools and/or the resources in published articles. The Inf restriction requires that the Content Owner or the Content Provider keep lists of articles and other publications and makes them available for the copyright holder.
- **ReD:** A requirement to redeposit modified versions of the tools and resources with the Service Provider. In certain cases the right holder has an interest to collect the modified versions of the content, e.g. if the user adds annotation to the corpus.

In case of licensing LRTs that are of strategic importance or if the licensor would like to have a close control over the LRT, the best fitting license is a CLARIN-RES license (agreement).

#### **4.4. Guarantee of license respect**

An important issue is the control of respect of the license terms after sharing an LRT. Concerning this issue, the proposed licenses differ highly: for CC licenses, any control mechanism is not implemented concerning the respect of the license terms, moreover, the Creative Commons Organization declares that it does not assume any responsibility whether the licensees use LRTs according to the associated license terms. Therefore when choosing a CC license, the licensor – in case it seems to be necessary – will have to monitor and control the usage of the licensed LRT.

Concerning META-SHARE licenses, monitoring and controlling can be easily implemented, however, META-SHARE is not a collective rights management organisation or authority and therefore it cannot be imagined to set up and maintain a full process of rights infringement monitoring (preventive/restrictive measures, monitoring, violation documentation, litigation etc). For resources though that are licensed under META-SHARE commons, monitoring may be a service that META-SHARE members choose to offer, possibly under subscription and possibly for a fee. It is still an open question whether this will be specified in the Service Level Agreement.

#### **4.5. Restrictive licenses – *pseudo corpora***

As mentioned above, the license (agreement) which provides the closer control over the LRT is CLARIN RES. Its drawback is that it creates a barrier and makes difficult the access to data. “The CLARIN category RES can result from purely practical reasons, or it can derive from the IPR issues, or both. It is problematic that the resource can remain restricted because of practicalities, in cases for example when the copyright holder requires a statement of usage or a research plan in order to grant the permission to access the resource in question.

Hence the RES category should be reserved for real IPR conditions and restrictions, e.g. payment or a restricted predefined user group. It is recommended that the potential user is informed separately on practical considerations, e.g. current access conditions and the steps needed to gain access to the resource. Practical considerations may change with time leading to a need to update the license if the resource is categorised as RES simply because of current practical considerations. Specifically, the copyright holder may after some initial period wish to delegate or relinquish the right to grant individual access given that the IPR conditions are fulfilled.

The use of web interface for accessing the data leads to the concept of *pseudo corpora* and brings forward the limits of copyright. If the amount of data retrieved is sufficiently small, it is no more protected by copyright. With the development of web interfaces and web services, it is likely to be possible to process large amounts of data without copyright considerations for the researcher or the developer in the future.”<sup>2</sup>

---

<sup>2</sup> Cited from “D\_4\_2 IPR principles and provisions as agreed with META-NET and partner projects\_FINAL\_v1.0.pdf”, META-NORD (Hanna Westerlund), 2011. p 17-18.

## **4.6. The CESAR licensing scheme**

CESAR partners will use the licensing schemes described in sections 4.1 – 4.3. If a restrictive license has to be applied, an alternative sharing mode will be the access as pseudo-corpora with a more permissive license as described in 4.6. Nevertheless, some resources associated with restrictive licenses will remain in the final set of LRTs to be uploaded and shared, as right-holders of them have a strong interest in keeping under their control who has access to the resource and under which conditions. The same reason justifies the usage of pseudo-corpora.

### *4.6.1. National level IPR regulations*

The CESAR community agrees upon that each partner is responsible for checking whether the proposed and selected license for a LRT is in accordance with national level legal prescriptions.

### *4.6.2. Language resources and tools*

In the following table (Table 2), LRTs provided by CESAR partners and scheduled to be uploaded in the first batch at M10 are listed, accompanied by their foreseen licensing schemes. Some other LRTs which are scheduled for 2<sup>nd</sup> and 3<sup>rd</sup> batches are also included, but the list is not comprehensive for these latter LRTs. Creative Commons and GNU licenses are version 3.0 licenses (as of June 2011) if the version number is not written explicitly.



| Language  | Resource or tool  | Foreseen license(s)                  | Upload cycle |
|-----------|---|--------------------------------------|--------------|
| Croatian  | Croatian National Corpus  | CLARIN-PUB or CC-BY as pseudo corpus | 1            |
| Bulgarian | Bulgarian National Corpus (pseudo-corpus)                                       | CLARIN-PUB or CC-BY as pseudo corpus | 1,3          |
| Bulgarian | Bulgarian WordNet   | ELDA / Clarin-PUB                    | 1,3          |
| Bulgarian | Bulgarian FrameNet  | ELDA / CC-BY                         | 3            |
| Bulgarian | Bulgarian Tagged Corpora (pseudo-corpus)  | CLARIN-ACA NC as pseudo corpus       | 2            |
| Bulgarian | Bulgarian parallel corpora (pseudo-corpus)                                      | CLARIN-PUB / CC-BY as pseudo corpus  | 1,3          |
| Bulgarian | Inflectional Dictionary of Bulgarian  | CLARIN-PUB / ELDA                    | 2            |
| Bulgarian | Data base of spoken Bulgarian   | CLARIN-PUB                           | 3            |
| Polish    | The corpus of frequency dictionary of Polish language of the XX century sixties | CC-BY                                | 1            |
| Polish    | NE resources with gazetteers  | CC-BY                                | 1            |
| Polish    | Polish Parallel Corpora   | CLARIN-PUB / CC-BY-NC                | 1            |
| Polish    | Polish Spoken Multimedia Corpus   | CLARIN-PUB / CC-BY                   | 1            |
| Hungarian | Word level speech database  | CLARIN-ACA+NC                        | 1            |
| Hungarian | Lecture speech database for ASR   | CLARIN-ACA+NC                        | 1            |
| Hungarian | BABEL Hungarian Clear Speech Database   | ELRA                                 | 1            |
| Hungarian | MRBA Hungarian Reference Speech DB  | CLARIN-RES                           | 3            |
| Hungarian | MTBA Hungarian Telephone Speech DB  | CLARIN-RES                           | 3            |
| Hungarian | MTÜBA Hungarian Telephone Client Speech Database                                | CLARIN-ACA+NC+ReD+Inf                | 2            |
| Hungarian | Broadcast News Database   | CC BY SA NC                          | 1            |
| Hungarian | Emotion database  | CLARIN-ACA+NC, pseudo corpus         | 1            |
| Hungarian | Sound Gesture database  | CLARIN-ACA+NC, pseudo corpus         | 1            |
| Hungarian | Medical database  | CLARIN-ACA+NC                        | 2            |
| Hungarian | Hunglish parallel corpus  | CC-BY                                | 1            |
| Hungarian | Hungarian Wordnet   | CLARIN-PUB                           | 2            |
| Hungarian | Hungarian National Corpus (HNC)   | CLARIN-ACA+NC+Inf                    | 3            |
| Hungarian | Szeged NER corpus   | CLARIN-ACA NC                        | 1            |
| Hungarian | Szeged corpus   | CLARIN-ACA NC                        | 1            |
| Hungarian | Szeged treebank   | CLARIN-ACA NC                        | 2            |
| Hungarian | Hungarian webcorpus   | CC-BY                                | 1            |



|         |  |                                       |   |
|---------|--|---------------------------------------|---|
| Slovak  | Corpus of Slovak fiction (pseudo-corpus)       | CLARIN-ACA + NC, pseudo-corpus        | 1 |
| Slovak  | Manually annotated corpus (pseudo-corpus)      | CLARIN-ACA + NC, pseudo-corpus        | 1 |
| Slovak  | Slovak National Corpus (pseudo-corpus)         | CLARIN-ACA + NC, pseudo-corpus        | 1 |
| Slovak  | Corpus of Spoken Slovak                        | GNU FDL v1.3, Affero GPL v3, CC-BY-SA | 1 |
| Slovak  | Slovak Morphological Lexicon                   | GNU FDL v1.3, Affero GPL v3, CC-BY-SA | 1 |
| Slovak  | Slovak treebank                                | CLARIN-ACA + NC                       | 3 |
| Slovak  | Slovak-Russian parallel corpus (pseudo-corpus) | CLARIN-ACA + NC, pseudo-corpus        | 3 |
| Slovak  | Slovak-French parallel corpus (pseudo-corpus)  | CLARIN-ACA + NC, pseudo-corpus        | 3 |
| Slovak  | Slovak Wordnet                                 | Princeton WordNet CC-BY               | 3 |
| Slovak  | Slovak-English parallel corpus (pseudo-corpus) | CLARIN-ACA + NC, pseudo-corpus        | 1 |
| Slovak  | Slovak web corpus (pseudo-corpus)              | CLARIN-PUB, pseudo-corpus             | 2 |
| Slovak  | Slovak legal text corpus (pseudo-corpus)       | CLARIN-ACA + NC, pseudo-corpus        | 1 |
| Slovak  | Slovak-Czech parallel corpus (pseudo-corpus)   | CLARIN-ACA + NC, pseudo-corpus        | 1 |
| Serbian | Serbian Wordnet                                | CLARIN-PUB / CC BY, pseudo-corpus     |   |
| Serbian | Serbian Morphological Dictionary               | CLARIN-RES                            |   |
| Serbian | MSD Tagged Serbian corpus                      | CLARIN-ACA + NC                       |   |
| Serbian | Corpus of Contemporary Serbian                 | CLARIN-ACA + NC, pseudo-corpus        |   |
| Serbian | Aligned English-Serbian Corpus                 | CLARIN-ACA + NC, pseudo-corpus        |   |
| Serbian | Aligned French-Serbian Corpus                  | CLARIN-ACA + NC, pseudo-corpus        |   |
| Serbian | Around the world in 80 days                    | CLARIN-ACA + NC                       |   |

**Table 2. LRTs with known foreseen licenses including all LRTs scheduled to (partial/full) upload at M10**

#### 4.6.3. License summary

Table 3 shows some statistics concerning only the first upload cycle of LRTs.

| License type          | Number of LRTs concerned at M10 | Example(s)   |
|-----------------------|---------------------------------|--|
| CC-BY v3.0            | 7                               | Parallel corpora                                     |
| CC-BY+NC v3.0         | 1                               | Parallel corpus                                      |
| CC-BY+SA+NC v3.0      | 1                               | Broadcast news database                              |
| CC-BY+SA v3.0         | 2                               | Spoken corpus, morphological lexicon                 |
| CLARIN-PUB            | 6                               | Web-corpora, spoken corpora, parallel corpora        |
| CLARIN-ACA+NC         | 8                               | Databases, lexica, corpora, Treebank, pseudo corpora |
| CLARIN-ACA+NC+Inf     | 1                               | National corpus                                      |
| CLARIN-ACA+NC+ReD+Inf | 1                               | Client Speech Database                               |
| GNU FDL v1.3          | 2                               | Spoken corpus, morphological lexicon                 |
| Affero GPL v3.0       | 2                               | Spoken corpus, morphological lexicon                 |
| ELDA/ELRA             | 2                               | Spoken database, word-net, frame-net                 |
| Princeton Wordnet     | 1                               | Wordnet  |

**Table 3. Summary of foreseen licenses for 1<sup>st</sup> upload cycle at M10**

## 5. Choosing a license – quick guide

- If you do not want to restrict the user scope and allow redistribution you are likely to find a suitable Creative Commons (CC) license with eventual restrictions (-> Fig.1.).

If you would like to restrict the user scope for META-SHARE community, choose a META-SHARE license (same restrictions possible as for CC, -> Fig.1.). So if the conditions and requirements of the resource allow for it, the license can be chosen among the open content licenses as shown in Fig.1. below. In practice, the depositor of the resource does not need to create the license but choose from an existing set of licenses. Thus, "Add NC" above effectively means "Choose a license with an NC tag", e.g. META-SHARE BY NC.

Do not forget that all CC and META-SHARE licenses allow the user to modify, to copy, to present, and even to redistribute the resource.

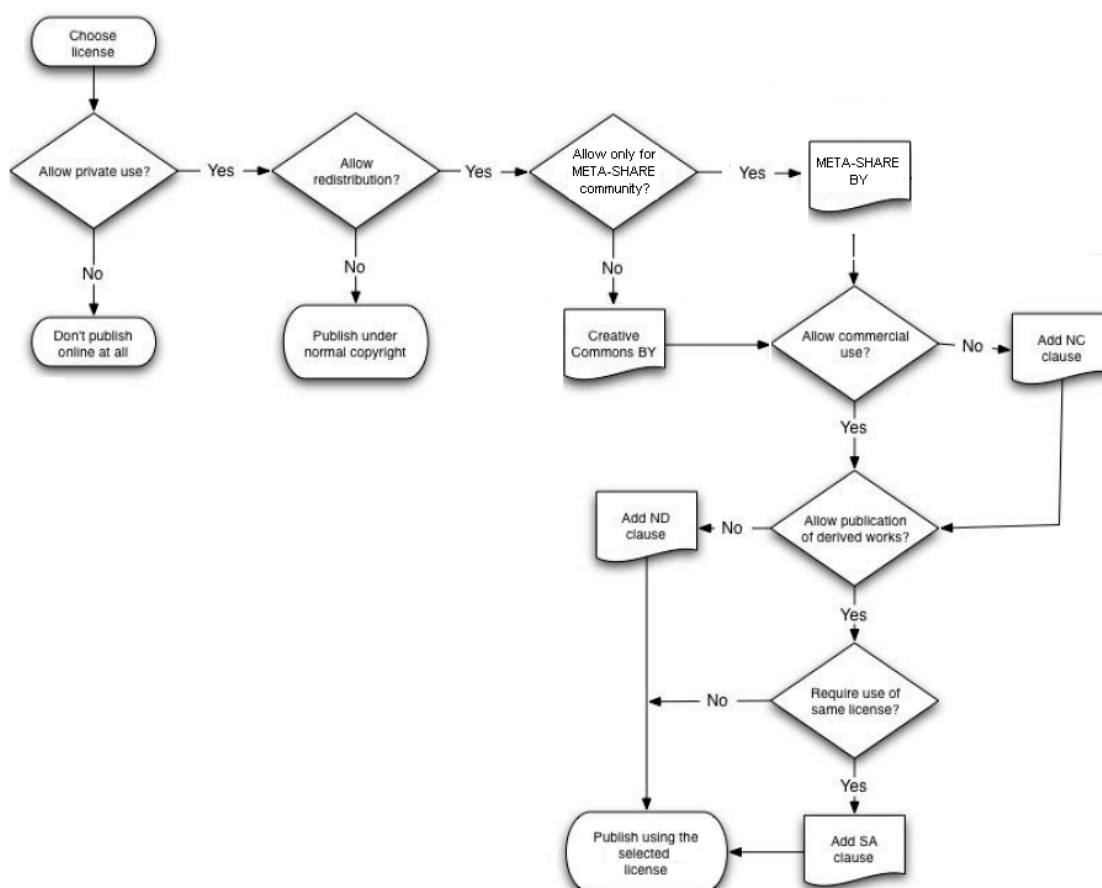
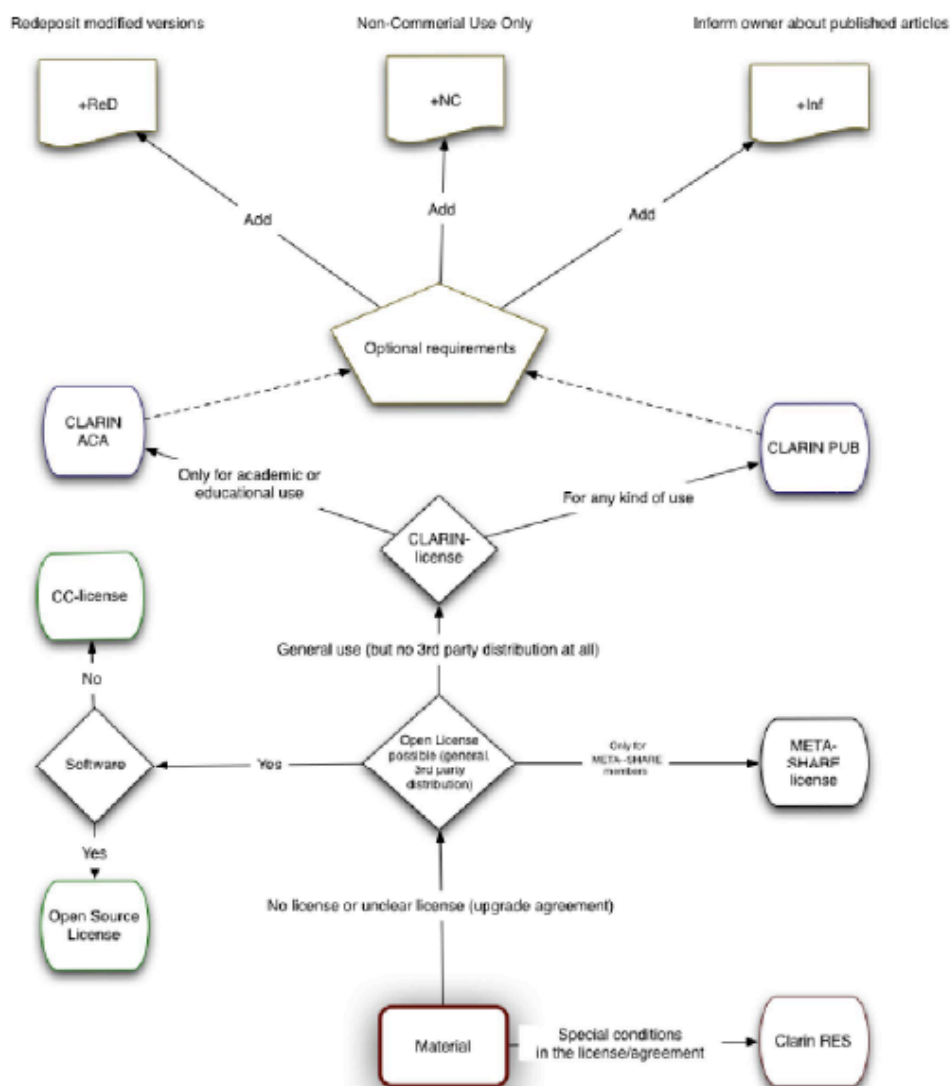


Fig. 1. Choosing of CC or META-SHARE licenses

- Alternatively adapt a CLARIN template (-> Fig.2).

Some resources available or potentially available may be classified with laundry tags developed for the CLARIN classification scheme. CLARIN license (agreement) templates can be edited and hence flexibly adapted.



**Fig.2.** Choosing a CLARIN license

## 6. Legal codes (full license texts)

This section contains the available legal codes of licenses as of 31 May 2011.

### 6.1. CC licenses

#### 6.1.1. CC BY version 3.0

<http://creativecommons.org/licenses/by/3.0/>

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS 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 OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT, THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

### 1. Definitions

- a. **"Adaptation"** means a work based upon the Work, or upon the Work and other pre-existing works, such as a translation, adaptation, derivative work, 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 Work may be recast, transformed, or adapted including in any form recognizably derived from the original, except that a work that constitutes a Collection will not be considered an Adaptation for the purpose of this License. For the avoidance of doubt, where the Work is a musical work, performance or phonogram, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered an Adaptation for the purpose of this License.
- b. **"Collection"** means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(f) below, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, 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.

- c. **"Distribute"** means to make available to the public the original and copies of the Work or Adaptation, as appropriate, through sale or other transfer of ownership.
- d. **"Licensor"** means the individual, individuals, entity or entities that offer(s) the Work under the terms of this License.
- e. **"Original Author"** means, in the case of a literary or artistic work, the individual, individuals, entity or entities who created the Work or if no individual or entity can be identified, the publisher; and in addition (i) in the case of a performance the actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret or otherwise perform literary or artistic works or expressions of folklore; (ii) in the case of a phonogram the producer being the person or legal entity who first fixes the sounds of a performance or other sounds; and, (iii) in the case of broadcasts, the organization that transmits the broadcast.
- f. **"Work"** means the literary and/or artistic work offered under the terms of this License 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 book, pamphlet and other writing; a lecture, address, sermon or other work of the same nature; a dramatic or dramatico-musical work; a choreographic work or entertainment in dumb show; a musical composition with or without words; a cinematographic work to which are assimilated works expressed by a process analogous to cinematography; a work of drawing, painting, architecture, sculpture, engraving or lithography; a photographic work to which are assimilated works expressed by a process analogous to photography; a work of applied art; an illustration, map, plan, sketch or three-dimensional work relative to geography, topography, architecture or science; a performance; a broadcast; a phonogram; a compilation of data to the extent it is protected as a copyrightable work; or a work performed by a variety or circus performer to the extent it is not otherwise considered a literary or artistic work.
- g. **"You"** means an individual or 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. **"Publicly Perform"** 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 by any means including without limitation by sound or visual recordings and the right of fixation and reproducing fixations of the Work, including storage of a protected performance or phonogram in digital form or other electronic medium.

**2. Fair Dealing Rights.** Nothing in this License is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the copyright protection under copyright law or other applicable laws.

**3. License Grant.** Subject to the terms and conditions of this License, Licensor hereby grants You 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, 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 Publicly Perform the Work including as incorporated in Collections; and,
- d. to Distribute and Publicly Perform Adaptations.
- e. For the avoidance of doubt:
  - i. **Non-waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;
  - ii. **Waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor waives the exclusive right to collect such royalties for any exercise by You of the rights granted under this License; and,
  - iii. **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 You of the rights granted under this License.

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. Subject to Section 8(f), 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. You may Distribute or Publicly Perform the Work only under the terms of this License. You must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Work You Distribute or Publicly Perform. You 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. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties



with every copy of the Work You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You 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 You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 4(b), as requested. If You create an Adaptation, upon notice from any Licensor You must, to the extent practicable, remove from the Adaptation any credit as required by Section 4(b), as requested.

- b. If You Distribute, or Publicly Perform the Work or any Adaptations or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original 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 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 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 Original Author," or "Screenplay based on original Work by Original Author"). The credit required by this Section 4 (b) 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, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.
- c. Except as otherwise agreed in writing by the Licensor or as may be otherwise permitted by applicable law, if You Reproduce, Distribute or Publicly Perform the Work either by itself or as part of any Adaptations or Collections, You must not distort, mutilate, modify or take other derogatory action in relation to the Work which would be prejudicial to the Original Author's honor or reputation. Licensor agrees that in those jurisdictions (e.g. Japan), in which any exercise of the right granted in Section 3(b) of this License (the right to make Adaptations) would be deemed to be a distortion, mutilation, modification or other derogatory action prejudicial to the Original Author's honor and reputation, the Licensor will waive or not assert, as appropriate, this Section, to the fullest extent permitted by the applicable national law, to enable You to reasonably exercise Your right under Section 3(b) of this License (right to make Adaptations) but not otherwise.



## 5. Representations, Warranties and Disclaimer

UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING, LICENSOR OFFERS THE WORK AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.

**6. Limitation on Liability.** EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU 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 You of the terms of this License. Individuals or entities who have received Adaptations or Collections from You 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; 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 You Distribute or Publicly Perform 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 You under this License.
- b. Each time You Distribute or Publicly Perform an Adaptation, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You 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 You.
- f. The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License, such additional rights are deemed to be included in the License; this License is not intended to restrict the license of any rights under applicable 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 You 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/>.

### 6.1.2. CC BY ND version 3.0

<http://creativecommons.org/licenses/by-nd/3.0/>

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS 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 OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT, THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

## 1. Definitions

- a. **"Adaptation"** means a work based upon the Work, or upon the Work and other pre-existing works, such as a translation, adaptation, derivative work, 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 Work may be recast, transformed, or adapted including in any form recognizably derived from the original, except that a work that constitutes a Collection will not be considered an Adaptation for the purpose of this License. For the avoidance of doubt, where the Work is a musical work, performance or phonogram, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered an Adaptation for the purpose of this License.
- b. **"Collection"** means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(f) below, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, 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.
- c. **"Distribute"** means to make available to the public the original and copies of the Work through sale or other transfer of ownership.
- d. **"Licensor"** means the individual, individuals, entity or entities that offer(s) the Work under the terms of this License.

- e. **"Original Author"** means, in the case of a literary or artistic work, the individual, individuals, entity or entities who created the Work or if no individual or entity can be identified, the publisher; and in addition (i) in the case of a performance the actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret or otherwise perform literary or artistic works or expressions of folklore; (ii) in the case of a phonogram the producer being the person or legal entity who first fixes the sounds of a performance or other sounds; and, (iii) in the case of broadcasts, the organization that transmits the broadcast.
- f. **"Work"** means the literary and/or artistic work offered under the terms of this License 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 book, pamphlet and other writing; a lecture, address, sermon or other work of the same nature; a dramatic or dramatico-musical work; a choreographic work or entertainment in dumb show; a musical composition with or without words; a cinematographic work to which are assimilated works expressed by a process analogous to cinematography; a work of drawing, painting, architecture, sculpture, engraving or lithography; a photographic work to which are assimilated works expressed by a process analogous to photography; a work of applied art; an illustration, map, plan, sketch or three-dimensional work relative to geography, topography, architecture or science; a performance; a broadcast; a phonogram; a compilation of data to the extent it is protected as a copyrightable work; or a work performed by a variety or circus performer to the extent it is not otherwise considered a literary or artistic work.
- g. **"You"** means an individual or 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. **"Publicly Perform"** 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 by any means including without limitation by sound or visual recordings and the right of fixation and reproducing fixations of the Work, including storage of a protected performance or phonogram in digital form or other electronic medium.

**2. Fair Dealing Rights.** Nothing in this License is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the copyright protection under copyright law or other applicable laws.

**3. License Grant.** Subject to the terms and conditions of this License, Licensor hereby grants You 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, to incorporate the Work into one or more Collections, and to Reproduce the Work as incorporated in the Collections; and,
- b. to Distribute and Publicly Perform the Work including as incorporated in Collections.
- c. For the avoidance of doubt:
  - i. **Non-waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;
  - ii. **Waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor waives the exclusive right to collect such royalties for any exercise by You of the rights granted under this License; and,
  - iii. **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 You of the rights granted under this License.

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 you have no rights to make Adaptations. Subject to Section 8(f), 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. You may Distribute or Publicly Perform the Work only under the terms of this License. You must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Work You Distribute or Publicly Perform. You 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. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You 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 You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 4(b), as requested.
- b. If You Distribute, or Publicly Perform the Work or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original 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 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 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 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, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.

- c. Except as otherwise agreed in writing by the Licensor or as may be otherwise permitted by applicable law, if You Reproduce, Distribute or Publicly Perform the Work either by itself or as part of any Collections, You must not distort, mutilate, modify or take other derogatory action in relation to the Work which would be prejudicial to the Original Author's honor or reputation.

## 5. Representations, Warranties and Disclaimer

UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING, LICENSOR OFFERS THE WORK AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.

**6. Limitation on Liability.** EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU 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 You of the terms of this License. Individuals or entities who have received Collections from You 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; 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 You Distribute or Publicly Perform 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 You 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 agreement, 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 You. This License may not be modified without the mutual written agreement of the Licensor and You.
- e. The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License, such additional rights are deemed to be included in the License; this License is not intended to restrict the license of any rights under applicable 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 You 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/>.



### 6.1.3. CC BY NC version 3.0

<http://creativecommons.org/licenses/by-nc/3.0/>

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS 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 OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT, THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

## 1. Definitions

- a. **"Adaptation"** means a work based upon the Work, or upon the Work and other pre-existing works, such as a translation, adaptation, derivative work, 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 Work may be recast, transformed, or adapted including in any form recognizably derived from the original, except that a work that constitutes a Collection will not be considered an Adaptation for the purpose of this License. For the avoidance of doubt, where the Work is a musical work, performance or phonogram, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered an Adaptation for the purpose of this License.
- b. **"Collection"** means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(f) below, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, 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.
- c. **"Distribute"** means to make available to the public the original and copies of the Work or Adaptation, as appropriate, through sale or other transfer of ownership.
- d. **"Licensor"** means the individual, individuals, entity or entities that offer(s) the Work under the terms of this License.

- e. **"Original Author"** means, in the case of a literary or artistic work, the individual, individuals, entity or entities who created the Work or if no individual or entity can be identified, the publisher; and in addition (i) in the case of a performance the actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret or otherwise perform literary or artistic works or expressions of folklore; (ii) in the case of a phonogram the producer being the person or legal entity who first fixes the sounds of a performance or other sounds; and, (iii) in the case of broadcasts, the organization that transmits the broadcast.
- f. **"Work"** means the literary and/or artistic work offered under the terms of this License 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 book, pamphlet and other writing; a lecture, address, sermon or other work of the same nature; a dramatic or dramatico-musical work; a choreographic work or entertainment in dumb show; a musical composition with or without words; a cinematographic work to which are assimilated works expressed by a process analogous to cinematography; a work of drawing, painting, architecture, sculpture, engraving or lithography; a photographic work to which are assimilated works expressed by a process analogous to photography; a work of applied art; an illustration, map, plan, sketch or three-dimensional work relative to geography, topography, architecture or science; a performance; a broadcast; a phonogram; a compilation of data to the extent it is protected as a copyrightable work; or a work performed by a variety or circus performer to the extent it is not otherwise considered a literary or artistic work.
- g. **"You"** means an individual or 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. **"Publicly Perform"** 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 by any means including without limitation by sound or visual recordings and the right of fixation and reproducing fixations of the Work, including storage of a protected performance or phonogram in digital form or other electronic medium.

**2. Fair Dealing Rights.** Nothing in this License is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the copyright protection under copyright law or other applicable laws.

**3. License Grant.** Subject to the terms and conditions of this License, Licensor hereby grants You 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, 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 Publicly Perform the Work including as incorporated in Collections; and,
- d. to Distribute and Publicly Perform Adaptations.

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. Subject to Section 8(f), all rights not expressly granted by Licensor are hereby reserved, including but not limited to the rights set forth in Section 4(d).

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

- a. You may Distribute or Publicly Perform the Work only under the terms of this License. You must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Work You Distribute or Publicly Perform. You 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. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You 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 You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 4(c), as requested. If You create an Adaptation, upon notice from any Licensor You must, to the extent practicable, remove from the Adaptation any credit as required by Section 4(c), as requested.
- b. You may not exercise any of the rights granted to You 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.
- c. If You Distribute, or Publicly Perform the Work or any Adaptations or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if

supplied, and/or if the Original 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 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 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 Original Author," or "Screenplay based on original Work by Original Author"). The credit required by this Section 4(c) 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, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.

d. For the avoidance of doubt:

- i. **Non-waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;
  - ii. **Waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License if Your exercise of such rights is for a purpose or use which is otherwise than noncommercial as permitted under Section 4(b) and otherwise waives the right to collect royalties through any statutory or compulsory licensing scheme; and,
  - iii. **Voluntary License Schemes.** 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 You 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).
- e. Except as otherwise agreed in writing by the Licensor or as may be otherwise permitted by applicable law, if You Reproduce, Distribute or Publicly Perform the Work either by itself or as part of any Adaptations or Collections, You must not distort, mutilate, modify or take other derogatory action in relation to the Work which would be prejudicial to the Original Author's honor or reputation. Licensor agrees that in those jurisdictions (e.g. Japan), in which any exercise of the right granted in Section 3(b) of this License (the right to make Adaptations) would be deemed to be a distortion, mutilation, modification or other derogatory action prejudicial to the

Original Author's honor and reputation, the Licensor will waive or not assert, as appropriate, this Section, to the fullest extent permitted by the applicable national law, to enable You to reasonably exercise Your right under Section 3(b) of this License (right to make Adaptations) but not otherwise.

## 5. Representations, Warranties and Disclaimer

UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING, LICENSOR OFFERS THE WORK AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.

**6. Limitation on Liability.** EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU 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 You of the terms of this License. Individuals or entities who have received Adaptations or Collections from You 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; 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 You Distribute or Publicly Perform 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 You under this License.
- b. Each time You Distribute or Publicly Perform an Adaptation, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You 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 You.
- f. The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License, such additional rights are deemed to be included in the License; this License is not intended to restrict the license of any rights under applicable 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 You 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 the License.

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

#### 6.1.4 CC BY SA version 3.0

<http://creativecommons.org/licenses/by-sa/3.0/>

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS 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 OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT, THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

### 1. Definitions

- a. **"Adaptation"** means a work based upon the Work, or upon the Work and other pre-existing works, such as a translation, adaptation, derivative work, 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 Work may be recast, transformed, or adapted including in any form recognizably derived from the original, except that a work that constitutes a Collection will not be considered an Adaptation for the purpose of this License. For the avoidance of doubt, where the Work is a musical work, performance or phonogram, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered an Adaptation for the purpose of this License.
- b. **"Collection"** means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(f) below, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, 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 below) for the purposes of this License.
- c. **"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 adaptations of works made available under that license under this License or a Creative Commons jurisdiction license with the same License Elements as this License.

- d. **"Distribute"** means to make available to the public the original and copies of the Work or Adaptation, as appropriate, through sale or other transfer of ownership.
- e. **"License Elements"** means the following high-level license attributes as selected by Licensor and indicated in the title of this License: Attribution, ShareAlike.
- f. **"Licensor"** means the individual, individuals, entity or entities that offer(s) the Work under the terms of this License.
- g. **"Original Author"** means, in the case of a literary or artistic work, the individual, individuals, entity or entities who created the Work or if no individual or entity can be identified, the publisher; and in addition (i) in the case of a performance the actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret or otherwise perform literary or artistic works or expressions of folklore; (ii) in the case of a phonogram the producer being the person or legal entity who first fixes the sounds of a performance or other sounds; and, (iii) in the case of broadcasts, the organization that transmits the broadcast.
- h. **"Work"** means the literary and/or artistic work offered under the terms of this License 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 book, pamphlet and other writing; a lecture, address, sermon or other work of the same nature; a dramatic or dramatico-musical work; a choreographic work or entertainment in dumb show; a musical composition with or without words; a cinematographic work to which are assimilated works expressed by a process analogous to cinematography; a work of drawing, painting, architecture, sculpture, engraving or lithography; a photographic work to which are assimilated works expressed by a process analogous to photography; a work of applied art; an illustration, map, plan, sketch or three-dimensional work relative to geography, topography, architecture or science; a performance; a broadcast; a phonogram; a compilation of data to the extent it is protected as a copyrightable work; or a work performed by a variety or circus performer to the extent it is not otherwise considered a literary or artistic work.
- i. **"You"** means an individual or 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.
- j. **"Publicly Perform"** 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.
- k. **"Reproduce"** means to make copies of the Work by any means including without limitation by sound or visual recordings and the right of fixation and reproducing fixations of the Work, including storage of a protected performance or phonogram in digital form or other electronic medium.



**2. Fair Dealing Rights.** Nothing in this License is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the copyright protection under copyright law or other applicable laws.

**3. License Grant.** Subject to the terms and conditions of this License, Licensor hereby grants You 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, 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 Publicly Perform the Work including as incorporated in Collections; and,
- d. to Distribute and Publicly Perform Adaptations.
- e. For the avoidance of doubt:
  - i. **Non-waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;
  - ii. **Waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor waives the exclusive right to collect such royalties for any exercise by You of the rights granted under this License; and,
  - iii. **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 You of the rights granted under this License.

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. Subject to Section 8(f), 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. You may Distribute or Publicly Perform the Work only under the terms of this License. You must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Work You Distribute or Publicly Perform. You 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. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties

with every copy of the Work You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You 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 You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 4(c), as requested. If You create an Adaptation, upon notice from any Licensor You must, to the extent practicable, remove from the Adaptation any credit as required by Section 4(c), as requested.

- b. You may Distribute or Publicly Perform an Adaptation only under the terms of: (i) this License; (ii) a later version of this License with the same License Elements as this License; (iii) a Creative Commons jurisdiction license (either this or a later license version) that contains the same License Elements as this License (e.g., Attribution-ShareAlike 3.0 US); (iv) a Creative Commons Compatible License. If you license the Adaptation under one of the licenses mentioned in (iv), you must comply with the terms of that license. If you license the Adaptation under the terms of any of the licenses mentioned in (i), (ii) or (iii) (the "Applicable License"), you must comply with the terms of the Applicable License generally and the following provisions: (I) You must include a copy of, or the URI for, the Applicable License with every copy of each Adaptation You Distribute or Publicly Perform; (II) You 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; (III) You must keep intact all notices that refer to the Applicable License and to the disclaimer of warranties with every copy of the Work as included in the Adaptation You Distribute or Publicly Perform; (IV) when You Distribute or Publicly Perform the Adaptation, You may not impose any effective technological measures on the Adaptation that restrict the ability of a recipient of the Adaptation from You to exercise the rights granted to that recipient under the terms of the 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. If You Distribute, or Publicly Perform the Work or any Adaptations or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original 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 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 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 Original Author," or "Screenplay based on original Work by Original Author"). The credit required by this Section 4(c) 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, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.

- d. Except as otherwise agreed in writing by the Licensor or as may be otherwise permitted by applicable law, if You Reproduce, Distribute or Publicly Perform the Work either by itself or as part of any Adaptations or Collections, You must not distort, mutilate, modify or take other derogatory action in relation to the Work which would be prejudicial to the Original Author's honor or reputation. Licensor agrees that in those jurisdictions (e.g. Japan), in which any exercise of the right granted in Section 3(b) of this License (the right to make Adaptations) would be deemed to be a distortion, mutilation, modification or other derogatory action prejudicial to the Original Author's honor and reputation, the Licensor will waive or not assert, as appropriate, this Section, to the fullest extent permitted by the applicable national law, to enable You to reasonably exercise Your right under Section 3(b) of this License (right to make Adaptations) but not otherwise.

## 5. Representations, Warranties and Disclaimer

UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING, LICENSOR OFFERS THE WORK AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.

**6. Limitation on Liability.** EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU 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 You of the terms of this License. Individuals or entities who have received Adaptations or Collections from You 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; 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 You Distribute or Publicly Perform 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 You under this License.
- b. Each time You Distribute or Publicly Perform an Adaptation, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You 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 You.
- f. The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License, such additional rights are deemed to be included in the License; this License is not intended to restrict the license of any rights under applicable 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 You 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 the License.

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

### 6.1.5. CC BY NC SA version 3.0

<http://creativecommons.org/licenses/by-nc-sa/3.0/>

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS 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 OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT, THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

## 1. Definitions

- a. **"Adaptation"** means a work based upon the Work, or upon the Work and other pre-existing works, such as a translation, adaptation, derivative work, 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 Work may be recast, transformed, or adapted including in any form recognizably derived from the original, except that a work that constitutes a Collection will not be considered an Adaptation for the purpose of this License. For the avoidance of doubt, where the Work is a musical work, performance or phonogram, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered an Adaptation for the purpose of this License.
- b. **"Collection"** means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(g) below, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, 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.
- c. **"Distribute"** means to make available to the public the original and copies of the Work or Adaptation, as appropriate, through sale or other transfer of ownership.



- d. **"License Elements"** means the following high-level license attributes as selected by Licensor and indicated in the title of this License: Attribution, Noncommercial, ShareAlike.
- e. **"Licensor"** means the individual, individuals, entity or entities that offer(s) the Work under the terms of this License.
- f. **"Original Author"** means, in the case of a literary or artistic work, the individual, individuals, entity or entities who created the Work or if no individual or entity can be identified, the publisher; and in addition (i) in the case of a performance the actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret or otherwise perform literary or artistic works or expressions of folklore; (ii) in the case of a phonogram the producer being the person or legal entity who first fixes the sounds of a performance or other sounds; and, (iii) in the case of broadcasts, the organization that transmits the broadcast.
- g. **"Work"** means the literary and/or artistic work offered under the terms of this License 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 book, pamphlet and other writing; a lecture, address, sermon or other work of the same nature; a dramatic or dramatico-musical work; a choreographic work or entertainment in dumb show; a musical composition with or without words; a cinematographic work to which are assimilated works expressed by a process analogous to cinematography; a work of drawing, painting, architecture, sculpture, engraving or lithography; a photographic work to which are assimilated works expressed by a process analogous to photography; a work of applied art; an illustration, map, plan, sketch or three-dimensional work relative to geography, topography, architecture or science; a performance; a broadcast; a phonogram; a compilation of data to the extent it is protected as a copyrightable work; or a work performed by a variety or circus performer to the extent it is not otherwise considered a literary or artistic work.
- h. **"You"** means an individual or 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.
- i. **"Publicly Perform"** 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.
- j. **"Reproduce"** means to make copies of the Work by any means including without limitation by sound or visual recordings and the right of fixation and reproducing fixations of the Work, including storage of a protected performance or phonogram in digital form or other electronic medium.

**2. Fair Dealing Rights.** Nothing in this License is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the copyright protection under copyright law or other applicable laws.



**3. License Grant.** Subject to the terms and conditions of this License, Licensor hereby grants You 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, 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 Publicly Perform the Work including as incorporated in Collections; and,
- d. to Distribute and Publicly Perform Adaptations.

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. Subject to Section 8(f), all rights not expressly granted by Licensor are hereby reserved, including but not limited to the rights described in Section 4(e).

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

- a. You may Distribute or Publicly Perform the Work only under the terms of this License. You must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Work You Distribute or Publicly Perform. You 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. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You 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 You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 4(d), as requested. If You create an Adaptation, upon notice from any Licensor You must, to the extent practicable, remove from the Adaptation any credit as required by Section 4(d), as requested.
- b. You may Distribute or Publicly Perform 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) a Creative Commons jurisdiction license (either this or a later license version) that contains the same License Elements as this License (e.g., Attribution-NonCommercial-ShareAlike 3.0 US) ("Applicable License"). You must include a copy of, or the URI, for Applicable License with every copy of each Adaptation You Distribute or Publicly Perform. You 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. You must keep intact all notices that refer to the Applicable License and to the disclaimer of warranties with every copy of the Work as included in the Adaptation You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Adaptation, You may not impose any effective technological measures on the Adaptation that restrict the ability of a recipient of the Adaptation from You to exercise the rights granted to that recipient under the terms of the 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. You may not exercise any of the rights granted to You 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 You Distribute, or Publicly Perform the Work or any Adaptations or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original 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 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 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 Original Author," or "Screenplay based on original Work by Original 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, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.
- e. For the avoidance of doubt:
  - i. **Non-waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;

- ii. **Waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License if Your exercise of such rights is for a purpose or use which is otherwise than noncommercial as permitted under Section 4(c) and otherwise waives the right to collect royalties through any statutory or compulsory licensing scheme; and,
  - iii. **Voluntary License Schemes.** 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 You 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. Except as otherwise agreed in writing by the Licensor or as may be otherwise permitted by applicable law, if You Reproduce, Distribute or Publicly Perform the Work either by itself or as part of any Adaptations or Collections, You must not distort, mutilate, modify or take other derogatory action in relation to the Work which would be prejudicial to the Original Author's honor or reputation. Licensor agrees that in those jurisdictions (e.g. Japan), in which any exercise of the right granted in Section 3(b) of this License (the right to make Adaptations) would be deemed to be a distortion, mutilation, modification or other derogatory action prejudicial to the Original Author's honor and reputation, the Licensor will waive or not assert, as appropriate, this Section, to the fullest extent permitted by the applicable national law, to enable You to reasonably exercise Your right under Section 3(b) of this License (right to make Adaptations) but not otherwise.

## 5. Representations, Warranties and Disclaimer

UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR OFFERS THE WORK AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THIS EXCLUSION MAY NOT APPLY TO YOU.

**6. Limitation on Liability.** EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU 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 You of the terms of this License. Individuals or entities who have received Adaptations or Collections from You 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; 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 You Distribute or Publicly Perform 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 You under this License.
- b. Each time You Distribute or Publicly Perform an Adaptation, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You 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 You.
- f. The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License, such additional rights are deemed to be included in the License; this License is not intended to restrict the license of any rights under applicable 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 You 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/>.

#### 6.1.6. CC BY NC ND version 3.0

<http://creativecommons.org/licenses/by-nc-nd/3.0/>

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS 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 OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT, THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

### 1. Definitions

- a. **"Adaptation"** means a work based upon the Work, or upon the Work and other pre-existing works, such as a translation, adaptation, derivative work, 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 Work may be recast, transformed, or adapted including in any form recognizably derived from the original, except that a work that constitutes a Collection will not be considered an Adaptation for the purpose of this License. For the avoidance of doubt, where the Work is a musical work, performance or phonogram, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered an Adaptation for the purpose of this License.
- b. **"Collection"** means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(f) below, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, 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.
- c. **"Distribute"** means to make available to the public the original and copies of the Work through sale or other transfer of ownership.
- d. **"Licensor"** means the individual, individuals, entity or entities that offer(s) the Work under the terms of this License.



- e. **"Original Author"** means, in the case of a literary or artistic work, the individual, individuals, entity or entities who created the Work or if no individual or entity can be identified, the publisher; and in addition (i) in the case of a performance the actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret or otherwise perform literary or artistic works or expressions of folklore; (ii) in the case of a phonogram the producer being the person or legal entity who first fixes the sounds of a performance or other sounds; and, (iii) in the case of broadcasts, the organization that transmits the broadcast.
- f. **"Work"** means the literary and/or artistic work offered under the terms of this License 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 book, pamphlet and other writing; a lecture, address, sermon or other work of the same nature; a dramatic or dramatico-musical work; a choreographic work or entertainment in dumb show; a musical composition with or without words; a cinematographic work to which are assimilated works expressed by a process analogous to cinematography; a work of drawing, painting, architecture, sculpture, engraving or lithography; a photographic work to which are assimilated works expressed by a process analogous to photography; a work of applied art; an illustration, map, plan, sketch or three-dimensional work relative to geography, topography, architecture or science; a performance; a broadcast; a phonogram; a compilation of data to the extent it is protected as a copyrightable work; or a work performed by a variety or circus performer to the extent it is not otherwise considered a literary or artistic work.
- g. **"You"** means an individual or 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. **"Publicly Perform"** 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 by any means including without limitation by sound or visual recordings and the right of fixation and reproducing fixations of the Work, including storage of a protected performance or phonogram in digital form or other electronic medium.

**2. Fair Dealing Rights.** Nothing in this License is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the copyright protection under copyright law or other applicable laws.

**3. License Grant.** Subject to the terms and conditions of this License, Licensor hereby grants You 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, to incorporate the Work into one or more Collections, and to Reproduce the Work as incorporated in the Collections; and,
- b. to Distribute and Publicly Perform the Work including as incorporated in Collections.

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 you have no rights to make Adaptations. Subject to 8(f), all rights not expressly granted by Licensor are hereby reserved, including but not limited to the rights set forth in Section 4(d).

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

- a. You may Distribute or Publicly Perform the Work only under the terms of this License. You must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Work You Distribute or Publicly Perform. You 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. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You 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 You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 4(c), as requested.
- b. You may not exercise any of the rights granted to You 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.
- c. If You Distribute, or Publicly Perform the Work or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original 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 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 notice or licensing information for the Work. The credit required by this Section 4(c) 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 of 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, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.

d. For the avoidance of doubt:

- i. **Non-waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;
  - ii. **Waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License if Your exercise of such rights is for a purpose or use which is otherwise than noncommercial as permitted under Section 4(b) and otherwise waives the right to collect royalties through any statutory or compulsory licensing scheme; and,
  - iii. **Voluntary License Schemes.** 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 You of the rights granted under this License that is for a purpose or use which is otherwise than noncommercial as permitted under Section 4(b).
- e. Except as otherwise agreed in writing by the Licensor or as may be otherwise permitted by applicable law, if You Reproduce, Distribute or Publicly Perform the Work either by itself or as part of any Collections, You must not distort, mutilate, modify or take other derogatory action in relation to the Work which would be prejudicial to the Original Author's honor or reputation.

## 5. Representations, Warranties and Disclaimer

UNLESS OTHERWISE MUTUALLY AGREED BY THE PARTIES IN WRITING, LICENSOR OFFERS THE WORK AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.

**6. Limitation on Liability.** EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU 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 You of the terms of this License. Individuals or entities who have received Collections from You 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; 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 You Distribute or Publicly Perform 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 You 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 agreement, 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 You. This License may not be modified without the mutual written agreement of the Licensor and You.
- e. The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License, such

additional rights are deemed to be included in the License; this License is not intended to restrict the license of any rights under applicable 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 You 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/>.

## 6.2. Open tool licenses

### 6.2.1. GPL version 3.0

<http://www.gnu.org/licenses/gpl.html>

#### GNU GENERAL PUBLIC LICENSE

Version 3, 29 June 2007

Copyright © 2007 Free Software Foundation, Inc. <<http://fsf.org/>>

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

#### Preamble

The GNU General Public License is a free, copyleft license for software and other kinds of works.

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change all versions of a program--to make sure it remains free software for all its users. We, the Free Software Foundation, use the GNU General Public License for most of our software; it applies also to any other work released this way by its authors. You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for them if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs, and that you know you can do these things.

To protect your rights, we need to prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

Developers that use the GNU GPL protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it.

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified

versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

The precise terms and conditions for copying, distribution and modification follow.

## TERMS AND CONDITIONS

### 0. Definitions.

“This License” refers to version 3 of the GNU General Public License.

“Copyright” also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

“The Program” refers to any copyrightable work licensed under this License. Each licensee is addressed as “you”. “Licensees” and “recipients” may be individuals or organizations.

To “modify” a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a “modified version” of the earlier work or a work “based on” the earlier work.

A “covered work” means either the unmodified Program or a work based on the Program.

To “propagate” a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To “convey” a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.



An interactive user interface displays “Appropriate Legal Notices” to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

## 1. Source Code.

The “source code” for a work means the preferred form of the work for making modifications to it. “Object code” means any non-source form of a work.

A “Standard Interface” means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The “System Libraries” of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A “Major Component”, in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The “Corresponding Source” for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

## 2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.



You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

### 3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

### 4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

### 5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

- a) The work must carry prominent notices stating that you modified it, and giving a relevant date.
- b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to “keep intact all notices”.
- c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any

applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.

- d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an “aggregate” if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

## 6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

- e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A “User Product” is either (1) a “consumer product”, which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, “normally used” refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

“Installation Information” for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

## 7. Additional Terms.

“Additional permissions” are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to

the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission.

Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:

- a) Disclaiming warranty or limiting liability differently from the terms of sections 15 and 16 of this License; or
- b) Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or
- c) Prohibiting misrepresentation of the origin of that material, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or
- d) Limiting the use for publicity purposes of names of licensors or authors of the material; or
- e) Declining to grant rights under trademark law for use of some trade names, trademarks, or service marks; or
- f) Requiring indemnification of licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

All other non-permissive additional terms are considered “further restrictions” within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.

If you add terms to a covered work in accord with this section, you must place, in the relevant source files, a statement of the additional terms that apply to those files, or a notice indicating where to find the applicable terms.

Additional terms, permissive or non-permissive, may be stated in the form of a separately written license, or stated as exceptions; the above requirements apply either way.

## 8. Termination.

You may not propagate or modify a covered work except as expressly provided under this License. Any attempt otherwise to propagate or modify it is void, and will automatically terminate your rights under this License (including any patent licenses granted under the third paragraph of section 11).

However, if you cease all violation of this License, then your license from a particular copyright holder is reinstated (a) provisionally, unless and until the copyright holder explicitly and finally terminates your license, and (b) permanently, if the copyright holder fails to notify you of the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from a particular copyright holder is reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this License (for any work) from that copyright holder, and you cure the violation prior to 30 days after your receipt of the notice.

Termination of your rights under this section does not terminate the licenses of parties who have received copies or rights from you under this License. If your rights have been terminated and not permanently reinstated, you do not qualify to receive new licenses for the same material under section 10.

## 9. Acceptance Not Required for Having Copies.

You are not required to accept this License in order to receive or run a copy of the Program. Ancillary propagation of a covered work occurring solely as a consequence of using peer-to-peer transmission to receive a copy likewise does not require acceptance. However, nothing other than this License grants you permission to propagate or modify any covered work. These actions infringe copyright if you do not accept this License. Therefore, by modifying or propagating a covered work, you indicate your acceptance of this License to do so.

## 10. Automatic Licensing of Downstream Recipients.

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to run, modify and propagate that work, subject to this License. You are not responsible for enforcing compliance by third parties with this License.

An “entity transaction” is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from an entity transaction, each party to that transaction who receives a copy of the work also receives whatever licenses to the work the party's predecessor in interest had or could give under the previous paragraph, plus a right to possession of the Corresponding Source of the work from the predecessor in interest, if the predecessor has it or can get it with reasonable efforts.

You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License. For example, you may not impose a license fee, royalty, or other charge for exercise of rights granted under this License, and you may not initiate litigation (including

a cross-claim or counterclaim in a lawsuit) alleging that any patent claim is infringed by making, using, selling, offering for sale, or importing the Program or any portion of it.

## 11. Patents.

A “contributor” is a copyright holder who authorizes use under this License of the Program or a work on which the Program is based. The work thus licensed is called the contributor's “contributor version”.

A contributor's “essential patent claims” are all patent claims owned or controlled by the contributor, whether already acquired or hereafter acquired, that would be infringed by some manner, permitted by this License, of making, using, or selling its contributor version, but do not include claims that would be infringed only as a consequence of further modification of the contributor version. For purposes of this definition, “control” includes the right to grant patent sublicenses in a manner consistent with the requirements of this License.

Each contributor grants you a non-exclusive, worldwide, royalty-free patent license under the contributor's essential patent claims, to make, use, sell, offer for sale, import and otherwise run, modify and propagate the contents of its contributor version.

In the following three paragraphs, a “patent license” is any express agreement or commitment, however denominated, not to enforce a patent (such as an express permission to practice a patent or covenant not to sue for patent infringement). To “grant” such a patent license to a party means to make such an agreement or commitment not to enforce a patent against the party.

If you convey a covered work, knowingly relying on a patent license, and the Corresponding Source of the work is not available for anyone to copy, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means, then you must either (1) cause the Corresponding Source to be so available, or (2) arrange to deprive yourself of the benefit of the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this License, to extend the patent license to downstream recipients. “Knowingly relying” means you have actual knowledge that, but for the patent license, your conveying the covered work in a country, or your recipient's use of the covered work in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.

If, pursuant to or in connection with a single transaction or arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license to some of the parties receiving the covered work authorizing them to use, propagate, modify or convey a specific copy of the covered work, then the patent license you grant is automatically extended to all recipients of the covered work and works based on it.

A patent license is “discriminatory” if it does not include within the scope of its coverage, prohibits the exercise of, or is conditioned on the non-exercise of one or more of the rights that are specifically granted under this License. You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing software, under which you make payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would



receive the covered work from you, a discriminatory patent license (a) in connection with copies of the covered work conveyed by you (or copies made from those copies), or (b) primarily for and in connection with specific products or compilations that contain the covered work, unless you entered into that arrangement, or that patent license was granted, prior to 28 March 2007.

Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.

#### 12. No Surrender of Others' Freedom.

If conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot convey a covered work so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not convey it at all. For example, if you agree to terms that obligate you to collect a royalty for further conveying from those to whom you convey the Program, the only way you could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

#### 13. Use with the GNU Affero General Public License.

Notwithstanding any other provision of this License, you have permission to link or combine any covered work with a work licensed under version 3 of the GNU Affero General Public License into a single combined work, and to convey the resulting work. The terms of this License will continue to apply to the part which is the covered work, but the special requirements of the GNU Affero General Public License, section 13, concerning interaction through a network will apply to the combination as such.

#### 14. Revised Versions of this License.

The Free Software Foundation may publish revised and/or new versions of the GNU General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Program specifies that a certain numbered version of the GNU General Public License “or any later version” applies to it, you have the option of following the terms and conditions either of that numbered version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of the GNU General Public License, you may choose any version ever published by the Free Software Foundation.

If the Program specifies that a proxy can decide which future versions of the GNU General Public License can be used, that proxy's public statement of acceptance of a version permanently authorizes you to choose that version for the Program.



Later license versions may give you additional or different permissions. However, no additional obligations are imposed on any author or copyright holder as a result of your choosing to follow a later version.

#### 15. Disclaimer of Warranty.

THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

#### 16. Limitation of Liability.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee.

### END OF TERMS AND CONDITIONS

#### How to Apply These Terms to Your New Programs

If you develop a new program, and you want it to be of the greatest possible use to the public, the best way to achieve this is to make it free software which everyone can redistribute and change under these terms.

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively state the exclusion of warranty; and each file should have at least the “copyright” line and a pointer to where the full notice is found.

```
<one line to give the program's name and a brief idea of what it does.>
```

Copyright (C) <year> <name of author>

This program is free software: you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation, either version 3 of the License, or (at your option) any later version.

This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

You should have received a copy of the GNU General Public License along with this program. If not, see <<http://www.gnu.org/licenses/>>.

Also add information on how to contact you by electronic and paper mail.

If the program does terminal interaction, make it output a short notice like this when it starts in an interactive mode:

```
<program> Copyright (C) <year> <name of author>
This program comes with ABSOLUTELY NO WARRANTY; for details type `show
w'.
This is free software, and you are welcome to redistribute it
under certain conditions; type `show c' for details.
```

The hypothetical commands `show w' and `show c' should show the appropriate parts of the General Public License. Of course, your program's commands might be different; for a GUI interface, you would use an “about box”.

You should also get your employer (if you work as a programmer) or school, if any, to sign a “copyright disclaimer” for the program, if necessary. For more information on this, and how to apply and follow the GNU GPL, see <<http://www.gnu.org/licenses/>>.

The GNU General Public License does not permit incorporating your program into proprietary programs. If your program is a subroutine library, you may consider it more useful to permit linking proprietary applications with the library. If this is what you want to do, use the GNU Lesser General Public License instead of this License. But first, please read <<http://www.gnu.org/philosophy/why-not-lgpl.html>>.

### 6.2.2. LGPL version 3.0

<http://www.gnu.org/licenses/lgpl.html>

## GNU LESSER GENERAL PUBLIC LICENSE

Version 3, 29 June 2007

Copyright © 2007 Free Software Foundation, Inc. <<http://fsf.org/>>

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

This version of the GNU Lesser General Public License incorporates the terms and conditions of version 3 of the GNU General Public License, supplemented by the additional permissions listed below.

### 0. Additional Definitions.

As used herein, “this License” refers to version 3 of the GNU Lesser General Public License, and the “GNU GPL” refers to version 3 of the GNU General Public License.

“The Library” refers to a covered work governed by this License, other than an Application or a Combined Work as defined below.

An “Application” is any work that makes use of an interface provided by the Library, but which is not otherwise based on the Library. Defining a subclass of a class defined by the Library is deemed a mode of using an interface provided by the Library.

A “Combined Work” is a work produced by combining or linking an Application with the Library. The particular version of the Library with which the Combined Work was made is also called the “Linked Version”.

The “Minimal Corresponding Source” for a Combined Work means the Corresponding Source for the Combined Work, excluding any source code for portions of the Combined Work that, considered in isolation, are based on the Application, and not on the Linked Version.

The “Corresponding Application Code” for a Combined Work means the object code and/or source code for the Application, including any data and utility programs needed for reproducing the Combined Work from the Application, but excluding the System Libraries of the Combined Work.

### 1. Exception to Section 3 of the GNU GPL.

You may convey a covered work under sections 3 and 4 of this License without being bound by section 3 of the GNU GPL.

## 2. Conveying Modified Versions.

If you modify a copy of the Library, and, in your modifications, a facility refers to a function or data to be supplied by an Application that uses the facility (other than as an argument passed when the facility is invoked), then you may convey a copy of the modified version:

- a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or
- b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.

## 3. Object Code Incorporating Material from Library Header Files.

The object code form of an Application may incorporate material from a header file that is part of the Library. You may convey such object code under terms of your choice, provided that, if the incorporated material is not limited to numerical parameters, data structure layouts and accessors, or small macros, inline functions and templates (ten or fewer lines in length), you do both of the following:

- a) Give prominent notice with each copy of the object code that the Library is used in it and that the Library and its use are covered by this License.
- b) Accompany the object code with a copy of the GNU GPL and this license document.

## 4. Combined Works.

You may convey a Combined Work under terms of your choice that, taken together, effectively do not restrict modification of the portions of the Library contained in the Combined Work and reverse engineering for debugging such modifications, if you also do each of the following:

- a) Give prominent notice with each copy of the Combined Work that the Library is used in it and that the Library and its use are covered by this License.
- b) Accompany the Combined Work with a copy of the GNU GPL and this license document.
- c) For a Combined Work that displays copyright notices during execution, include the copyright notice for the Library among these notices, as well as a reference directing the user to the copies of the GNU GPL and this license document.
- d) Do one of the following:
  - 0) Convey the Minimal Corresponding Source under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.
  - 1) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly

with a modified version of the Library that is interface-compatible with the Linked Version.

- e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version. (If you use option 4d0, the Installation Information must accompany the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)

## 5. Combined Libraries.

You may place library facilities that are a work based on the Library side by side in a single library together with other library facilities that are not Applications and are not covered by this License, and convey such a combined library under terms of your choice, if you do both of the following:

- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities, conveyed under the terms of this License.
- b) Give prominent notice with the combined library that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

## 6. Revised Versions of the GNU Lesser General Public License.

The Free Software Foundation may publish revised and/or new versions of the GNU Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Library as you received it specifies that a certain numbered version of the GNU Lesser General Public License “or any later version” applies to it, you have the option of following the terms and conditions either of that published version or of any later version published by the Free Software Foundation. If the Library as you received it does not specify a version number of the GNU Lesser General Public License, you may choose any version of the GNU Lesser General Public License ever published by the Free Software Foundation.

If the Library as you received it specifies that a proxy can decide whether future versions of the GNU Lesser General Public License shall apply, that proxy's public statement of acceptance of any version is permanent authorization for you to choose that version for the Library.

## 6.3. META-SHARE licenses

### 6.3.1. META SHARE COMMONS BY NC version 0.9

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

### META-SHARE Commons BY NC Licence

This META-SHARE Licence enables You to Use the Resource worldwide for non-commercial purposes provided that You keep to the terms of this Licence.

#### 1. Definitions of Capitalised Words

- a. **"Collective Work"** means a work made up of the Work in its entirety in unmodified form, along with other work, assembled into a collective whole.
- b. **"Derivative"** means any material that Uses the Resource (or any substantial part of it) in any material form whatsoever (such as a translation, dramatisation or abridgment), other than (i) as a whole and in unmodified form or (ii) by modifying it as may be technically necessary to Use it in a different mode or format; but a Collective Work is not a Derivative for the purpose of this Licence.
- c. **"Derogatory Treatment"** means a treatment which distorts or mutilates the Resource or is otherwise prejudicial to the honour or reputation of the Original Author or the Licensor.
- d. **"Licence Elements"** means the following licence attributes indicated in the title of this Licence: Attribution, Non-commercial..
- e. **"Licensor"** means the Person offering the Resource under the terms and conditions of this Licence.
- f. **"Original Author"** means the Person who obtained any copyright or the sui generis Database Right in the Resource or any parts of it and is named as such in the Attribution Data.
- g. **"Person"** means a natural person or a body of persons corporate or incorporate.
- h. **"Use"**, as a verb, means doing any act which is restricted by copyright or neighboring rights (including database rights), whether in the original medium or any other; and includes modifying the Resource as may be technically necessary to Use it in a different mode or format.
- i. **"Work"** means any work protected by copyright (or by database rights if applicable) which is offered under the terms of this Licence, and includes works forming only a part of the Resource as well works as incorporated in any Collective Work.
- j. **"You"** means the Person acquiring rights under this Licence.
- k. **"Attribution Data"** means a field of metadata accompanying every META-SHARE resource, containing a specified string of characters to be used for attribution of the Resource.
- l. **"Resource"** means the language resource offered to You under the terms of this Licence.
- m. Words in the singular include the plural and vice versa.

## 2. The Rights Granted

2.1 Subject to the exceptions under clause 2.2, the conditions under clauses 2.3 and 2.5 and the reservations under clause 2.7 below, the Licensor grants to You a worldwide, royalty-free, non-exclusive, licence to Use the Resource within the META-SHARE network for the duration of Your META-SHARE membership. This licence covers the copyright and the sui generis database right over the Resource and is an agreement between You and the Licensor for access to the META-SHARE Resources. For the purpose of this Licence, Use within the META-SHARE network is encompassing all acts under clause 1. h. in the execution of which only META-SHARE members are involved.

So you may, for example

- a. copy the Resource, or create Derivatives, or incorporate it into a Collective Work ;
  - b. extract and re-utilise of the whole or substantial parts of the Resource;
  - c. copy Derivatives, or the Resource as incorporated in any Collective Work ; and
  - d. publish, perform or communicate the Resource and/or Derivatives and/or the Resource as incorporated in any Collective Work to anyone ;
- by any means and in any medium whether now known or created in the future.

2.2 However, this Licence does not allow you to:

- a. Use the Resource for any purpose other than research or in any way primarily intended for commercial advantage or payment; but exchange for other protected material without payment (whether by means of digital file-sharing or otherwise) is not to be taken to be so intended;
- b. impose any terms or any technological measures on the Resource or a Derivative, that alter or restrict the terms of this Licence or any rights granted under it or have the effect or intent of restricting the ability of any person to exercise those rights;
- c. sublicense the Resource; or
- d. subject the Resource to Derogatory Treatment.

2.3 You must, if you publish or distribute the Resource or any Derivative to anyone else in any way, give reasonable credit to the Original Author or owner of the sui generis database right as follows:

- a. by giving the Attribution Data as well as the name of the Original Author if that has been supplied; or a pseudonym if that has been supplied instead; and/or the name of any other person if that has been supplied for attribution in place of the Original Author; or any other form of Attribution as defined by the Licensor;
- b. by giving the title of the Resource or any other information used to identify the Resource if that has been supplied;
- c. by giving the Uniform Resource Identifier of the Resource if that has been supplied, but you need not do so if this does not refer to its copyright terms or to its licensing information;
- d. in the case of a Derivative, by identifying that the Resource has been used (for example, "French translation of X by Y", or "Tree Bank based on original work by X"); and
- e. in the case of a Derivative or a Collective Work, by placing that credit in the same place, and at least as prominently, as any comparable authorship credit; in the case of a Derivative or a Collective work by informing the Licensor about its creation; and if what you are publishing or distributing is a Derivative or a Collective Work, you must remove any of these credits if you are asked to do so by the Licensor and if it is practicable to do so.



These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

2.4 The Original Author asserts the right to be identified as the original author of the Work, as forming part of the Resource if applicable; but only as and when required by clause 2.3 above.

2.5 You must also, if you publish or distribute the Resource or any Derivative to anyone else within META-SAHRE in any way:

- a. include a copy of this Licence (or its Uniform Resource Identifier) with it; and
- b. keep intact any copyright and sui generis database right notices for the Resource and notices that refer to this Licence.
- c. Redeposit the Derivative work in the META-SHARE network

These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

2.6 Each time You publish the Resource or any Derivative to anyone else within META-SHARE in any way, the Licensor offers to the recipient a licence to the Resource on the same terms and conditions as this Licence.

2.7 And:

- a. The right to collect royalties or other fees for any commercial use of the Resource is reserved;
- b. any right to collect payments via a licensing body or collecting society for any commercial use of the Resource is reserved;
- c. the right to collect payments under the Public Lending Right scheme (or any public scheme that provides payment for public borrowing or use) is reserved;
- d. the right to release the Resource under different terms, or to stop distributing the Resource, is reserved; and
- e. all other rights not expressly granted by the Licensor are reserved.

2.8 This Licence does not affect any rights that You or anyone else may independently have under any applicable law (including fair dealing, fair use, or any other legally recognised limitation or exception to copyright infringement) to make any Use of this Resource.

2.9 This Licence does not allow You to claim any endorsement or approval by the Licensor or the Original Author of You or your use of the Resource without their express written permission.

### **3. Warranties and Disclaimer**

The Resource is licensed by the Licensor "as is" and without any warranty of any kind, either express or implied, whether of title, of accuracy, of fitness for purpose, or otherwise.

### **4. Limit of Liability**

Subject to any liability which may not be excluded or limited by law, the Licensor shall not be liable for, and expressly excludes, all liability for loss or damage however and whenever caused to anyone by any Use under this Licence, whether by You or by anyone else, and whether caused by any fault on the part of the Licensor or not. If liability may not be excluded by law, it is limited to actual and direct financial loss to the extent it is caused by proved gross negligence on the part of the Licensor.

## 5. Termination

5.1 Any breach by You of the terms of this licence (for example, by distributing the Resource without attributing as appropriate) entitles the Licensor to terminate your Licence with immediate effect and without notice to you. Persons who have received the Resource, Derivatives, or Collective Works from You under this Licence, however, will not have their licences terminated provided their use is in full compliance with this Licence or a licence granted under clause 2.6 of this Licence, i.e. if they are META-SHARE members. The waiver of sui generis database rights provided for by clause 3.1 shall continue notwithstanding any such termination.

5.2 If You are not in breach of the terms of this Licence, the Licensor may not terminate your rights under it.

5.3 Unless terminated under clause 6.1, this Licence is granted to you for the duration of any rights in the Resource as mentioned in clause 2.1.

## 6. General

6.1 If any provision of this Licence is held to be invalid or unenforceable, that shall not affect the validity or enforceability of the remainder of the terms of this Licence.

6.2 This Licence is the entire agreement between the parties with respect to the Resource licensed here but hereby allows for additional agreements that grant more rights than this Licence. It replaces any earlier understandings, agreements or representations with respect to the Resource not specified here.

6.3 If You are in breach of the terms of this Licence (for example, by distributing the Resource without attributing as appropriate) you will not be entitled to rely on the terms of this Licence or to complain of any breach by the Licensor.

6.4 If there is any dispute as to the meaning or effect of any provision of this Licence, it must so far as possible be read and given effect in a way that is compatible with the provisions of any subsequent version of the META-SHARE Commons licence, which has the same Licence Elements, and any interpretation of clauses and terms must take into account what is laid out in the most recent version of the META-SHARE Charter and MoU.

6.5 As far as arbitration processes have been established within META-SHARE, any dispute arising in connection with this Licence or the Resource has to adhere to these processes before being filed at public justice bodies.

*The Notice below is not part of this licence..*

### META-SHARE NOTICE

META-SHARE is not a party to this Licence, and makes no warranty whatsoever in connection with the Resource. META-SHARE will not be liable to You 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 licence. Notwithstanding the foregoing two (2) sentences, if META-SHARE 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 Resource is licensed under the META-SHARE Licence, neither party will use the trademark "META-SHARE" or any related trademark or logo of META-SHARE without the prior written consent of META-SHARE. Any permitted use will be in compliance with META-SHARE's then-current

trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

### 6.3.2. META SHARE COMMONS BY ND version 0.9

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

## META-SHARE Commons BY ND Licence

This META-SHARE Licence enables You to Use the Resource worldwide for non-commercial purposes provided that You keep to the terms of this Licence.

### 1. Definitions of Capitalised Words

- a. **"Collective Work"** means a work made up of the Work in its entirety in unmodified form, along with other work, assembled into a collective whole.
- b. **"Derivative"** means any material that Uses the Resource (or any substantial part of it) in any material form whatsoever (such as a translation, dramatisation or abridgment), other than (i) as a whole and in unmodified form or (ii) by modifying it as may be technically necessary to Use it in a different mode or format; but a Collective Work is not a Derivative for the purpose of this Licence.
- c. **"Derogatory Treatment"** means a treatment which distorts or mutilates the Resource or is otherwise prejudicial to the honour or reputation of the Original Author or the Licensor.
- d. **"Licence Elements"** means the following licence attributes indicated in the title of this Licence: Attribution,, No Derivatives.
- e. **"Licensor"** means the Person offering the Resource under the terms and conditions of this Licence.
- f. **"Original Author"** means the Person who obtained any copyright or the sui generis Database Right in the Resource or any parts of it and is named as such in the Attribution Data.
- g. **"Person"** means a natural person or a body of persons corporate or incorporate.
- h. **"Use"**, as a verb, means doing any act which is restricted by copyright or neighboring rights (including database rights), whether in the original medium or any other; and includes modifying the Resource as may be technically necessary to Use it in a different mode or format.
- i. **"Work"** means any work protected by copyright (or by database rights if applicable) which is offered under the terms of this Licence, and includes works forming only a part of the Resource as well works as incorporated in any Collective Work.
- j. **"You"** means the Person acquiring rights under this Licence.
- k. **"Attribution Data"** means a field of metadata accompanying every META-SHARE resource, containing a specified string of characters to be used for attribution of the Resource.
- l. **"Resource"** means the language resource offered to You under the terms of this Licence.
- m. Words in the singular include the plural and vice versa.

### 2. The Rights Granted

2.1 Subject to the exceptions under clause 2.2, the conditions under clauses 2.3 and 2.5 and the reservations under clause 2.7 below, the Licensor grants to You a worldwide, royalty-free, non-exclusive, licence to Use the Resource within the META-SHARE network for the duration of Your META-SHARE membership. This licence covers the copyright and the sui

generis database right over the Resource and is an agreement between You and the Licensor for access to the META-SHARE Resources. For the purpose of this Licence, Use within the META-SHARE network is encompassing all acts under clause 1. h. in the execution of which only META-SHARE members are involved.

So you may, for example

- a. copy the Resource,, or incorporate it into a Collective Work ;
  - b. extract and re-utilise of the whole or substantial parts of the Resource;
  - c. copy the Resource as incorporated in any Collective Work ; and
  - d. publish, perform or communicate the Resource and/or the Resource as incorporated in any Collective Work to anyone ;
- by any means and in any medium whether now known or created in the future.

2.2 However, this Licence does not allow you to:

- a. Use the Resource for any purpose other than research ;
- b. create any derivative works;
- c. impose any terms or any technological measures on the Resource, that alter or restrict the terms of this Licence or any rights granted under it or have the effect or intent of restricting the ability of any person to exercise those rights;
- d. sublicense the Resource; or
- e. subject the Resource to Derogatory Treatment.

2.3 You must, if you publish or distribute the Resource to anyone else in any way, give reasonable credit to the Original Author or owner of the sui generis database right as follows:

- a. by giving the Attribution Data as well as the name of the Original Author if that has been supplied; or a pseudonym if that has been supplied instead; and/or the name of any other person if that has been supplied for attribution in place of the Original Author; or any other form of Attribution as defined by the Licensor;
- b. by giving the title of the Resource or any other information used to identify the Resource if that has been supplied;
- c. by giving the Uniform Resource Identifier of the Resource if that has been supplied, but you need not do so if this does not refer to its copyright terms or to its licensing information;
- d.
- e. in the case of a a Collective Work, by placing that credit in the same place, and at least as prominently, as any comparable authorship credit; in the case of a Collective work by informing the Licensor about its creation; and if what you are publishing or distributing is a a Collective Work, you must remove any of these credits if you are asked to do so by the Licensor and if it is practicable to do so.

These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

2.4 The Original Author asserts the right to be identified as the original author of the Work, as forming part of the Resource if applicable; but only as and when required by clause 2.3 above.

2.5 You must also, if you publish or distribute the Resource to anyone else within META-SHARE in any way:

- a. include a copy of this Licence (or its Uniform Resource Identifier) with it; and
- b. keep intact any copyright and sui generis database right notices for the Resource and notices that refer to this Licence.

These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

2.6 Each time You publish the Resource to anyone else within META-SHARE in any way, the Licensor offers to the recipient a licence to the Resource on the same terms and conditions as this Licence.

2.7 And:

- a. The right to collect payments under the Public Lending Right scheme (or any public scheme that provides payment for public borrowing or use) is reserved;
- b. the right to release the Resource under different terms, or to stop distributing the Resource, is reserved; and
- c. all other rights not expressly granted by the Licensor are reserved.

2.8 This Licence does not affect any rights that You or anyone else may independently have under any applicable law (including fair dealing, fair use, or any other legally recognised limitation or exception to copyright infringement) to make any Use of this Resource.

2.9 This Licence does not allow You to claim any endorsement or approval by the Licensor or the Original Author of You or your use of the Resource without their express written permission.

### **3. Warranties and Disclaimer**

The Resource is licensed by the Licensor "as is" and without any warranty of any kind, either express or implied, whether of title, of accuracy, of fitness for purpose, or otherwise.

### **4. Limit of Liability**

Subject to any liability which may not be excluded or limited by law, the Licensor shall not be liable for, and expressly excludes, all liability for loss or damage however and whenever caused to anyone by any Use under this Licence, whether by You or by anyone else, and whether caused by any fault on the part of the Licensor or not. If liability may not be excluded by law, it is limited to actual and direct financial loss to the extent it is caused by proved gross negligence on the part of the Licensor.

### **5. Termination**

5.1 Any breach by You of the terms of this licence (for example, by distributing the Resource without attributing as appropriate) entitles the Licensor to terminate your Licence with immediate effect and without notice to you. Persons who have received the Resource or Collective Works from You under this Licence, however, will not have their licences terminated provided their use is in full compliance with this Licence or a licence granted under clause 2.6 of this Licence, i.e. if they are META-SHARE members. The waiver of sui generis database rights provided for by clause 3.1 shall continue notwithstanding any such termination.

5.2 If You are not in breach of the terms of this Licence, the Licensor may not terminate your rights under it.

5.3 Unless terminated under clause 6.1, this Licence is granted to you for the duration of any rights in the Resource as mentioned in clause 2.1.

### **6. General**

6.1 If any provision of this Licence is held to be invalid or unenforceable, that shall not affect the validity or enforceability of the remainder of the terms of this Licence.

6.2 This Licence is the entire agreement between the parties with respect to the Resource licensed here but hereby allows for additional agreements that grant more rights than this License. It replaces any earlier understandings, agreements or representations with respect to the Resource not specified here.

6.3 If You are in breach of the terms of this Licence (for example, by distributing the Resource without attributing as appropriate) you will not be entitled to rely on the terms of this Licence or to complain of any breach by the Licensor.

6.4 If there is any dispute as to the meaning or effect of any provision of this Licence, it must so far as possible be read and given effect in a way that is compatible with the provisions of any subsequent version of the META-SHARE Commons licence, which has the same Licence Elements, and any interpretation of clauses and terms must take into account what is laid out in the most recent version of the META-SHARE Charter and MoU.

6.5 As far as arbitration processes have been established within META-SHARE, any dispute arising in connection with this Licence or the Resource has to adhere to these processes before being filed at public justice bodies.

*The Notice below is not part of this licence..*

#### META-SHARE NOTICE

META-SHARE is not a party to this Licence, and makes no warranty whatsoever in connection with the Resource. META-SHARE will not be liable to You 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 licence. Notwithstanding the foregoing two (2) sentences, if META-SHARE 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 Resource is licensed under the META-SHARE Licence, neither party will use the trademark "META-SHARE" or any related trademark or logo of META-SHARE without the prior written consent of META-SHARE. Any permitted use will be in compliance with META-SHARE's then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.



### 6.3.3. META SHARE COMMONS BY SA version 0.9

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

## META-SHARE Commons BY SA Licence

This META-SHARE Licence enables You to Use the Resource worldwide for non-commercial purposes provided that You keep to the terms of this Licence.

### 1. Definitions of Capitalised Words

- a. **"Collective Work"** means a work made up of the Work in its entirety in unmodified form, along with other work, assembled into a collective whole.
- b. **"Derivative"** means any material that Uses the Resource (or any substantial part of it) in any material form whatsoever (such as a translation, dramatisation or abridgment), other than (i) as a whole and in unmodified form or (ii) by modifying it as may be technically necessary to Use it in a different mode or format; but a Collective Work is not a Derivative for the purpose of this Licence.
- c. **"Derogatory Treatment"** means a treatment which distorts or mutilates the Resource or is otherwise prejudicial to the honour or reputation of the Original Author or the Licensor.
- d. **"Licence Elements"** means the following licence attributes indicated in the title of this Licence: Attribution, Share-Alike.
- e. **"Licensor"** means the Person offering the Resource under the terms and conditions of this Licence.
- f. **"Original Author"** means the Person who obtained any copyright or the sui generis Database Right in the Resource or any parts of it and is named as such in the Attribution Data.
- g. **"Person"** means a natural person or a body of persons corporate or incorporate.
- h. **"Use"**, as a verb, means doing any act which is restricted by copyright or neighboring rights (including database rights), whether in the original medium or any other; and includes modifying the Resource as may be technically necessary to Use it in a different mode or format.
- i. **"Work"** means any work protected by copyright (or by database rights if applicable) which is offered under the terms of this Licence, and includes works forming only a part of the Resource as well works as incorporated in any Collective Work.
- j. **"You"** means the Person acquiring rights under this Licence.
- k. **"Attribution Data"** means a field of metadata accompanying every META-SHARE resource, containing a specified string of characters to be used for attribution of the Resource.
- l. **"Resource"** means the language resource offered to You under the terms of this Licence.
- m. Words in the singular include the plural and vice versa.

### 2. The Rights Granted

2.1 Subject to the exceptions under clause 2.2, the conditions under clauses 2.3, 2.5 and 2.7 and the reservations under clause 2.8 below, the Licensor grants to You a worldwide, royalty-free, non-exclusive, licence to Use the Resource within the META-SHARE network for the duration of Your META-SHARE membership. This licence covers the copyright and the sui

generis database right over the Resource and is an agreement between You and the Licensor for access to the META-SHARE Resources. For the purpose of this Licence, Use within the META-SHARE network is encompassing all acts under clause 1. h. in the execution of which only META-SHARE members are involved.

So you may, for example

- a. copy the Resource, or create Derivatives, or incorporate it into a Collective Work ;
  - b. extract and re-utilise of the whole or substantial parts of the Resource;
  - c. copy Derivatives, or the Resource as incorporated in any Collective Work ; and
  - d. publish, perform or communicate the Resource and/or Derivatives and/or the Resource as incorporated in any Collective Work to anyone ;
- in any medium whether now known or created in the future.

2.2 However, this Licence does not allow you to:

- a. Use the Resource for any purpose other than research;
- b. impose any terms or any technological measures on the Resource or a Derivative, that alter or restrict the terms of this Licence or any rights granted under it or have the effect or intent of restricting the ability of any person to exercise those rights;
- c. sublicense the Resource; or
- d. subject the Resource to Derogatory Treatment.

2.3 You must, if you publish or distribute the Resource or any Derivative to anyone else in any way, give reasonable credit to the Original Author or owner of the sui generis database right as follows:

- a. by giving the Attribution Data as well as the name of the Original Author if that has been supplied; or a pseudonym if that has been supplied instead; and/or the name of any other person if that has been supplied for attribution in place of the Original Author; or any other form of Attribution as defined by the Licensor;
- b. by giving the title of the Resource or any other information used to identify the Resource if that has been supplied;
- c. by giving the Uniform Resource Identifier of the Resource if that has been supplied, but you need not do so if this does not refer to its copyright terms or to its licensing information;
- d. in the case of a Derivative, by identifying that the Resource has been used (for example, "French translation of X by Y", or "Tree Bank based on original work by X");
- e. in the case of a Derivative or a Collective Work, by placing that credit in the same place, and at least as prominently, as any comparable authorship credit; in the case of a Derivative or a Collective work by informing the Licensor about its creation; and if what you are publishing or distributing is a Derivative or a Collective Work, you must remove any of these credits if you are asked to do so by the Licensor and if it is practicable to do so.

These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

2.4 The Original Author asserts the right to be identified as the original author of the Work, as forming part of the Resource if applicable; but only as and when required by clause 2.3 above.

2.5 You must also, if you publish or distribute the Resource or any Derivative to anyone else within META-SHARE in any way:

- a. include a copy of this Licence (or its Uniform Resource Identifier) with it; and

b. keep intact any copyright and sui generis database right notices for the Resource and notices that refer to this Licence.

c. Redeposit the Derivative work in the META-SHARE network

These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

2.6 Each time You publish the Resource or any Derivative to anyone else within META-SHARE in any way, the Licensor offers to the recipient a licence to the Resource on the same terms and conditions as this Licence.

2.7 Any Derivative you create must be under a licence which is either one with the same terms and conditions as this Licence, or a later version of this Licence with the same Licence Elements as this Licence, or another META-SHARE licence with the same Licence Elements as this Licence (whether a licence specific to a particular jurisdiction or not), or a Compatible Licence. For the sake of this clause, "Compatible Licence" refers to the licences listed in the appendix attached to this Licence. Should the Licensee's obligations under the Compatible Licence conflict with his/her obligations under this Licence, the obligations of the Compatible Licence shall prevail..

2.8 And:

a. The right to collect payments under the Public Lending Right scheme (or any public scheme that provides payment for public borrowing or use) is reserved;

b. the right to release the Resource under different terms, or to stop distributing the Resource, is reserved; and

c. all other rights not expressly granted by the Licensor are reserved.

2.9 This Licence does not affect any rights that You or anyone else may independently have under any applicable law (including fair dealing, fair use, or any other legally recognised limitation or exception to copyright infringement) to make any Use of this Resource.

2.10 This Licence does not allow You to claim any endorsement or approval by the Licensor or the Original Author of You or your use of the Resource without their express written permission.

### 3. Warranties and Disclaimer

The Resource is licensed by the Licensor "as is" and without any warranty of any kind, either express or implied, whether of title, of accuracy, of fitness for purpose, or otherwise.

### 4. Limit of Liability

Subject to any liability which may not be excluded or limited by law, the Licensor shall not be liable for, and expressly excludes, all liability for loss or damage however and whenever caused to anyone by any Use under this Licence, whether by You or by anyone else, and whether caused by any fault on the part of the Licensor or not. If liability may not be excluded by law, it is limited to actual and direct financial loss to the extent it is caused by proved gross negligence on the part of the Licensor.

### 5. Termination

5.1 Any breach by You of the terms of this licence (for example, by distributing the Resource without attributing as appropriate) entitles the Licensor to terminate your Licence with immediate effect and without notice to you. Persons who have received the Resource, Derivatives or Collective Works from You under this Licence, however, will not have their licences terminated provided their use is in full compliance with this Licence or a licence granted under clause 2.6 or 2.7 of this Licence, i.e. if they are META-SHARE members. The

waiver of sui generis database rights provided for by clause 3.1 shall continue notwithstanding any such termination.

5.2 If You are not in breach of the terms of this Licence, the Licensor may not terminate your rights under it.

5.3 Unless terminated under clause 6.1, this Licence is granted to you for the duration of any rights in the Resource as mentioned in clause 2.1.

## **6. General**

6.1 If any provision of this Licence is held to be invalid or unenforceable, that shall not affect the validity or enforceability of the remainder of the terms of this Licence.

6.2 This Licence is the entire agreement between the parties with respect to the Resource licensed here but hereby allows for additional agreements that grant more rights than this License. It replaces any earlier understandings, agreements or representations with respect to the Resource not specified here.

6.3 If You are in breach of the terms of this Licence (for example, by distributing the Resource without attributing as appropriate) you will not be entitled to rely on the terms of this Licence or to complain of any breach by the Licensor.

6.4 If there is any dispute as to the meaning or effect of any provision of this Licence, it must so far as possible be read and given effect in a way that is compatible with the provisions of any subsequent version of the META-SHARE Commons licence, which has the same Licence Elements, and any interpretation of clauses and terms must take into account what is laid out in the most recent version of the META-SHARE Charter and MoU.

6.5 As far as arbitration processes have been established within META-SHARE, any dispute arising in connection with this Licence or the Resource has to adhere to these processes before being filed at public justice bodies.

*The Notice below is not part of this licence..*

### **META-SHARE NOTICE**

META-SHARE is not a party to this Licence, and makes no warranty whatsoever in connection with the Resource. META-SHARE will not be liable to You 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 licence. Notwithstanding the foregoing two (2) sentences, if META-SHARE 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 Resource is licensed under the META-SHARE Licence, neither party will use the trademark "META-SHARE" or any related trademark or logo of META-SHARE without the prior written consent of META-SHARE. Any permitted use will be in compliance with META-SHARE's then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

#### 6.3.4. META SHARE COMMONS BY NC ND version 0.9

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

### META-SHARE Commons BY NC ND Licence

This META-SHARE Licence enables You to Use the Resource worldwide for non-commercial purposes provided that You keep to the terms of this Licence.

#### 1. Definitions of Capitalised Words

- a. **"Collective Work"** means a work made up of the Work in its entirety in unmodified form, along with other work, assembled into a collective whole.
- b. **"Derivative"** means any material that Uses the Resource (or any substantial part of it) in any material form whatsoever (such as a translation, dramatisation or abridgment), other than (i) as a whole and in unmodified form or (ii) by modifying it as may be technically necessary to Use it in a different mode or format; but a Collective Work is not a Derivative for the purpose of this Licence.
- c. **"Derogatory Treatment"** means a treatment which distorts or mutilates the Resource or is otherwise prejudicial to the honour or reputation of the Original Author or the Licensor.
- d. **"Licence Elements"** means the following licence attributes indicated in the title of this Licence: Attribution, Non-commercial, No Derivatives.
- e. **"Licensor"** means the Person offering the Resource under the terms and conditions of this Licence.
- f. **"Original Author"** means the Person who obtained any copyright or the sui generis Database Right in the Resource or any parts of it and is named as such in the Attribution Data.
- g. **"Person"** means a natural person or a body of persons corporate or incorporate.
- h. **"Use"**, as a verb, means doing any act which is restricted by copyright or neighboring rights (including database rights), whether in the original medium or any other; and includes modifying the Resource as may be technically necessary to Use it in a different mode or format.
- i. **"Work"** means any work protected by copyright (or by database rights if applicable) which is offered under the terms of this Licence, and includes works forming only a part of the Resource as well works as incorporated in any Collective Work.
- j. **"You"** means the Person acquiring rights under this Licence.
- k. **"Attribution Data"** means a field of metadata accompanying every META-SHARE resource, containing a specified string of characters to be used for attribution of the Resource.
- l. **"Resource"** means the language resource offered to You under the terms of this Licence.
- m. Words in the singular include the plural and vice versa.

#### 2. The Rights Granted

2.1 Subject to the exceptions under clause 2.2, the conditions under clauses 2.3 and 2.5 and the reservations under clause 2.7 below, the Licensor grants to You a worldwide, royalty-

free, non-exclusive, licence to Use the Resource within the META-SHARE network for the duration of Your META-SHARE membership. This licence covers the copyright and the sui generis database right over the Resource and is an agreement between You and the Licensor for access to the META-SHARE Resources. For the purpose of this Licence, Use within the META-SHARE network is encompassing all acts under clause 1. h. in the execution of which only META-SHARE members are involved.

So you may, for example

- a. copy the Resource, or incorporate it into a Collective Work;
  - b. extract and re-utilise of the whole or substantial parts of the Resource;
  - c. copy the Resource as incorporated in any Collective Work; and
  - d. publish, perform or communicate the Resource and/or the Resource as incorporated in any Collective Work to anyone
- by any means and in any medium whether now known or created in the future.

2.2 However, this Licence does not allow you to:

- a. Use the Resource for any purpose other than research or in any way primarily intended for commercial advantage or payment; but exchange for other protected material without payment (whether by means of digital file-sharing or otherwise) is not to be taken to be so intended;
- b. create any derivative works;
- c. impose any terms or any technological measures on the Resource, that alter or restrict the terms of this Licence or any rights granted under it or have the effect or intent of restricting the ability of any person to exercise those rights;
- d. sublicense the Resource; or
- e. subject the Resource to Derogatory Treatment.

2.3 You must, if you publish or distribute the Resource to anyone else in any way, give reasonable credit to the Original Author or owner of the sui generis database right as follows:

- a. by giving the Attribution Data as well as the name of the Original Author if that has been supplied; or a pseudonym if that has been supplied instead; and/or the name of any other person if that has been supplied for attribution in place of the Original Author; or any other form of Attribution as defined by the Licensor;
- b. by giving the title of the Resource or any other information used to identify the Resource if that has been supplied;
- c. by giving the Uniform Resource Identifier of the Resource if that has been supplied, but you need not do so if this does not refer to its copyright terms or to its licensing information;
- d. in the case of a a Collective Work, by placing that credit in the same place, and at least as prominently, as any comparable authorship credit;
- e. in the case of a Collective work by informing the Licensor about its creation; and
- f. if what you are publishing or distributing is a Collective Work, you must remove any of these credits if you are asked to do so by the Licensor and if it is practicable to do so.

These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

2.4 The Original Author asserts the right to be identified as the original author of the Work, as forming part of the Resource if applicable; but only as and when required by clause 2.3 above.



2.5 You must also, if you publish or distribute the Resource to anyone else within META-SHARE in any way:

- a. include a copy of this Licence (or its Uniform Resource Identifier) with it; and
- b. keep intact any copyright and sui generis database right notices for the Resource and notices that refer to this Licence.

These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

2.6 Each time You publish the Resource to anyone else within META-SHARE in any way, the Licensor offers to the recipient a licence to the Resource on the same terms and conditions as this Licence.

2.7 And:

- a. The right to collect royalties or other fees for any commercial use of the Resource is reserved;
- b. any right to collect payments via a licensing body or collecting society for any commercial use of the Resource is reserved;
- c. the right to collect payments under the Public Lending Right scheme (or any public scheme that provides payment for public borrowing or use) is reserved;
- d. the right to release the Resource under different terms, or to stop distributing the Resource, is reserved; and
- e. all other rights not expressly granted by the Licensor are reserved.

2.8 This Licence does not affect any rights that You or anyone else may independently have under any applicable law (including fair dealing, fair use, or any other legally recognised limitation or exception to copyright infringement) to make any Use of this Resource.

2.9 This Licence does not allow You to claim any endorsement or approval by the Licensor or the Original Author of You or your use of the Resource without their express written permission.

### **3. Warranties and Disclaimer**

The Resource is licensed by the Licensor "as is" and without any warranty of any kind, either express or implied, whether of title, of accuracy, of fitness for purpose, or otherwise.

### **4. Limit of Liability**

Subject to any liability which may not be excluded or limited by law, the Licensor shall not be liable for, and expressly excludes, all liability for loss or damage however and whenever caused to anyone by any Use under this Licence, whether by You or by anyone else, and whether caused by any fault on the part of the Licensor or not. If liability may not be excluded by law, it is limited to actual and direct financial loss to the extent it is caused by proved gross negligence on the part of the Licensor.

### **5. Termination**

5.1 Any breach by You of the terms of this licence (for example, by distributing the Resource without attributing as appropriate) entitles the Licensor to terminate your Licence with immediate effect and without notice to you. Persons who have received the Resource or Collective Works from You under this Licence, however, will not have their licences terminated provided their use is in full compliance with this Licence or a licence granted under clause 2.6 of this Licence, i.e. if they are META-SHARE members. The waiver of sui



generis database rights provided for by clause 3.1 shall continue notwithstanding any such termination.

5.2 If You are not in breach of the terms of this Licence, the Licensor may not terminate your rights under it.

5.3 Unless terminated under clause 6.1, this Licence is granted to you for the duration of any rights in the Resource as mentioned in clause 2.1.

## **6. General**

6.1 If any provision of this Licence is held to be invalid or unenforceable, that shall not affect the validity or enforceability of the remainder of the terms of this Licence.

6.2 This Licence is the entire agreement between the parties with respect to the Resource licensed here but hereby allows for additional agreements that grant more rights than this License. It replaces any earlier understandings, agreements or representations with respect to the Resource not specified here.

6.3 If You are in breach of the terms of this Licence (for example, by distributing the Resource without attributing as appropriate) you will not be entitled to rely on the terms of this Licence or to complain of any breach by the Licensor.

6.4 If there is any dispute as to the meaning or effect of any provision of this Licence, it must so far as possible be read and given effect in a way that is compatible with the provisions of any subsequent version of the META-SHARE Commons licence, which has the same Licence Elements, and any interpretation of clauses and terms must take into account what is laid out in the most recent version of the META-SHARE Charter and MoU.

6.5 As far as arbitration processes have been established within META-SHARE, any dispute arising in connection with this Licence or the Resource has to adhere to these processes before being filed at public justice bodies.

*The Notice below is not part of this licence..*

### **META-SHARE NOTICE**

META-SHARE is not a party to this Licence, and makes no warranty whatsoever in connection with the Resource. META-SHARE will not be liable to You 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 licence. Notwithstanding the foregoing two (2) sentences, if META-SHARE 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 Resource is licensed under the META-SHARE Licence, neither party will use the trademark "META-SHARE" or any related trademark or logo of META-SHARE without the prior written consent of META-SHARE. Any permitted use will be in compliance with META-SHARE's then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

### 6.3.5. META SHARE COMMONS BY NC SA version 0.9

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

## META-SHARE Commons BY NC SA Licence

This META-SHARE Licence enables You to Use the Resource worldwide for non-commercial purposes provided that You keep to the terms of this Licence.

### 1. Definitions of Capitalised Words

- a. **"Collective Work"** means a work made up of the Work in its entirety in unmodified form, along with other work, assembled into a collective whole.
- b. **"Derivative"** means any material that Uses the Resource (or any substantial part of it) in any material form whatsoever (such as a translation, dramatisation or abridgment), other than (i) as a whole and in unmodified form or (ii) by modifying it as may be technically necessary to Use it in a different mode or format; but a Collective Work is not a Derivative for the purpose of this Licence.
- c. **"Derogatory Treatment"** means a treatment which distorts or mutilates the Resource or is otherwise prejudicial to the honour or reputation of the Original Author or the Licensor.
- d. **"Licence Elements"** means the following licence attributes indicated in the title of this Licence: Attribution, Non-commercial, Share-Alike.
- e. **"Licensor"** means the Person offering the Resource under the terms and conditions of this Licence.
- f. **"Original Author"** means the Person who obtained any copyright or the sui generis Database Right in the Resource or any parts of it and is named as such in the Attribution Data.
- g. **"Person"** means a natural person or a body of persons corporate or incorporate.
- h. **"Use"**, as a verb, means doing any act which is restricted by copyright or neighboring rights (including database rights), whether in the original medium or any other; and includes modifying the Resource as may be technically necessary to Use it in a different mode or format.
- i. **"Work"** means any work protected by copyright (or by database rights if applicable) which is offered under the terms of this Licence, and includes works forming only a part of the Resource as well works as incorporated in any Collective Work.
- j. **"You"** means the Person acquiring rights under this Licence.
- k. **"Attribution Data"** means a field of metadata accompanying every META-SHARE resource, containing a specified string of characters to be used for attribution of the Resource.
- l. **"Resource"** means the language resource offered to You under the terms of this Licence.
- m. Words in the singular include the plural and vice versa.

### 2. The Rights Granted

2.1 Subject to the exceptions under clause 2.2, the conditions under clauses 2.3, 2.5 and 2.7 and the reservations under clause 2.8 below, the Licensor grants to You a worldwide, royalty-free, non-exclusive, licence to Use the Resource within the META-SHARE network for the duration of Your META-SHARE membership. This licence covers the copyright and the sui

generis database right over the Resource and is an agreement between You and the Licensor for access to the META-SHARE Resources. For the purpose of this Licence, Use within the META-SHARE network is encompassing all acts under clause 1. h. in the execution of which only META-SHARE members are involved.

So you may, for example

- a. copy the Resource, create Derivatives or incorporate it into a Collective Work ;
  - b. extract and re-utilise of the whole or substantial parts of the Resource;
  - c. copy Derivatives, or the Resource as incorporated in any Collective Work ; and
  - d. publish, perform or communicate the Resource and/or Derivatives and/or the Resource as incorporated in any Collective Work to anyone
- by any means and in any medium whether now known or created in the future.

2.2 However, this Licence does not allow you to:

- a. Use the Resource for any purpose other than research or in any way primarily intended for commercial advantage or payment; but exchange for other protected material without payment (whether by means of digital file-sharing or otherwise) is not to be taken to be so intended;
- b. impose any terms or any technological measures on the Resource or a Derivative, that alter or restrict the terms of this Licence or any rights granted under it or have the effect or intent of restricting the ability of any person to exercise those rights;
- c. sublicense the Resource; or
- d. subject the Resource to Derogatory Treatment.

2.3 You must, if you publish or distribute the Resource or any Derivative to anyone else in any way, give reasonable credit to the Original Author or owner of the sui generis database right as follows:

- a. by giving the Attribution Data as well as the name of the Original Author if that has been supplied; or a pseudonym if that has been supplied instead; and/or the name of any other person if that has been supplied for attribution in place of the Original Author; or any other form of Attribution as defined by the Licensor;
- b. by giving the title of the Resource or any other information used to identify the Resource if that has been supplied;
- c. by giving the Uniform Resource Identifier of the Resource if that has been supplied, but you need not do so if this does not refer to its copyright terms or to its licensing information;
- d. in the case of a Derivative, by identifying that the Resource has been used (for example, "French translation of X by Y", or "Tree Bank based on original work by X"); and
- e. in the case of a Derivative or a Collective Work, by placing that credit in the same place, and at least as prominently, as any comparable authorship credit; in the case of a Derivative or a Collective work by informing the Licensor about its creation; and

if what you are publishing or distributing is a Derivative or a Collective Work, you must remove any of these credits if you are asked to do so by the Licensor and if it is practicable to do so.

These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

2.4 The Original Author asserts the right to be identified as the original author of the Work, as forming part of the Resource if applicable; but only as and when required by clause 2.3 above.

2.5 You must also, if you publish or distribute the Resource or any Derivative to anyone else within META-SHARE in any way:

- a. include a copy of this Licence (or its Uniform Resource Identifier) with it; and
- b. keep intact any copyright and sui generis database right notices for the Resource and notices that refer to this Licence.
- c. Redeposit the Derivative work in the META-SHARE network

These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

2.6 Each time You publish the Resource or any Derivative to anyone else within META-SHARE in any way, the Licensor offers to the recipient a licence to the Resource on the same terms and conditions as this Licence.

2.7 Any Derivative you create must be under a licence which is either one with the same terms and conditions as this Licence, or a later version of this Licence with the same Licence Elements as this Licence, or another META-SHARE licence with the same Licence Elements as this Licence (whether a licence specific to a particular jurisdiction or not), or a Compatible Licence. For the sake of this clause, "Compatible Licence" refers to the licences listed in the appendix attached to this Licence. Should the Licensee's obligations under the Compatible Licence conflict with his/her obligations under this Licence, the obligations of the Compatible Licence shall prevail.

2.8 And:

- a. The right to collect royalties or other fees for any commercial use of the Resource is reserved;
- b. any right to collect payments via a licensing body or collecting society for any commercial use of the Resource is reserved;
- c. the right to collect payments under the Public Lending Right scheme (or any public scheme that provides payment for public borrowing or use) is reserved;
- d. the right to release the Resource under different terms, or to stop distributing the Resource, is reserved; and
- e. all other rights not expressly granted by the Licensor are reserved.

2.9 This Licence does not affect any rights that You or anyone else may independently have under any applicable law (including fair dealing, fair use, or any other legally recognised limitation or exception to copyright infringement) to make any Use of this Resource.

2.10 This Licence does not allow You to claim any endorsement or approval by the Licensor or the Original Author of You or your use of the Resource without their express written permission.

### **3. Warranties and Disclaimer**

The Resource is licensed by the Licensor "as is" and without any warranty of any kind, either express or implied, whether of title, of accuracy, of fitness for purpose, or otherwise.

### **4. Limit of Liability**

Subject to any liability which may not be excluded or limited by law, the Licensor shall not be liable for, and expressly excludes, all liability for loss or damage however and whenever caused to anyone by any Use under this Licence, whether by You or by anyone else, and whether caused by any fault on the part of the Licensor or not. If liability may not be excluded by law, it is limited to actual and direct financial loss to the extent it is caused by proved gross negligence on the part of the Licensor.

## 5. Termination

5.1 Any breach by You of the terms of this licence (for example, by distributing the Resource without attributing as appropriate) entitles the Licensor to terminate your Licence with immediate effect and without notice to you. Persons who have received the Resource, Derivatives or Collective Works from You under this Licence, however, will not have their licences terminated provided their use is in full compliance with this Licence or a licence granted under clauses 2.6 or 2.7 of this Licence, i.e. if they are META-SHARE members. The waiver of sui generis database rights provided for by clause 3.1 shall continue notwithstanding any such termination.

5.2 If You are not in breach of the terms of this licence, the Licensor may not terminate your rights under it.

5.3 Unless terminated under clause 6.1, this Licence is granted to you for the duration of any rights in the Resource as mentioned in clause 2.1.

## 6. General

6.1 If any provision of this Licence is held to be invalid or unenforceable, that shall not affect the validity or enforceability of the remainder of the terms of this Licence.

6.2 This Licence is the entire agreement between the parties with respect to the Resource licensed here but hereby allows for additional agreements that grant more rights than this Licence. It replaces any earlier understandings, agreements or representations with respect to the Resource not specified here.

6.3 If You are in breach of the terms of this Licence (for example, by distributing the Resource without attributing as appropriate) you will not be entitled to rely on the terms of this Licence or to complain of any breach by the Licensor.

6.4 If there is any dispute as to the meaning or effect of any provision of this Licence, it must so far as possible be read and given effect in a way that is compatible with the provisions of any subsequent version of the META-SHARE Commons licence, which has the same Licence Elements, and any interpretation of clauses and terms must take into account what is laid out in the most recent version of the META-SHARE Charter and MoU.

6.5 As far as arbitration processes have been established within META-SHARE, any dispute arising in connection with this Licence or the Resource has to adhere to these processes before being filed at public justice bodies.

*The Notice below is not part of this licence..*

### META-SHARE NOTICE

META-SHARE is not a party to this Licence, and makes no warranty whatsoever in connection with the Resource. META-SHARE will not be liable to You 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 licence. Notwithstanding the foregoing two (2) sentences, if META-SHARE 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 Resource is licensed under the META-SHARE Licence, neither party will use the trademark "META-SHARE" or any related trademark or logo of META-SHARE without the prior written consent of META-SHARE. Any permitted use will be in compliance with META-SHARE's then-current

trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

## 6.4. CLARIN licenses

### 6.4.1. CLARIN Deposition & License Agreement

(Originally published in CLARIN D7S-2.1 Appendix A)

#### CLARIN Deposition & License Agreement

##### 0. Parties

0.1 The organisation or person authorised to transfer and deposit the digital dataset(s), hereafter referred to as *the Depositor*: 0.2 CLARIN infrastructure (*the Repository*)

##### 1. License

- a) The Depositor grants the Repository a non-exclusive license for digital data files, hereafter referred to as *Content*.
- b) The Repository is authorised to include the Content in its data archive. The Repository shall transfer Content to an available carrier, through any method and in any form.
- c) The Repository is authorised to make Content (or substantial parts thereof) available to third parties by means of on-line transmission. In addition, the Repository has the right, on the instruction of third parties or otherwise, to make a copy of the dataset or to grant third parties permission to download a copy.

##### 2. The Depositor

- a) The Depositor declares that he is a holder of rights to Content, or the only holder of rights to the Content, under the relevant legislation or otherwise, and/or is entitled to act in the present matter with the permission of other parties that hold rights. b. The Depositor indemnifies the Repository against all claims made by other parties against the Repository with regard to Content.

##### 3. The Repository

- a) The Repository shall ensure, to the best of its ability and resources, that the deposited Content is archived in a sustainable manner and remains legible and accessible.
- b) The Repository shall, as far as possible, preserve Content unchanged in its original digital format, taking account of current technology and the costs of implementation. The Repository has the right to modify the format and/or functionality of Content if this is necessary in order to facilitate the digital sustainability, distribution or re-use of Content.
- c) If the access categories "Restricted Access" or "Academic Access", as specified at the end of this Agreement, are selected, the Repository shall, to the best of its ability and resources, ensure that effective technical and other measures are in place to prevent unauthorised third parties from gaining access to and/or consulting the Content or substantial parts thereof.



#### **4. The Content**

- a) Content to which the license relates is specified in the appendix to this Agreement. The appendix forms an integral part of this Agreement.
- b) The Depositor declares that the Content corresponds to the specification provided.
- c) The Depositor declares that Content contains no data or other elements that are contrary to the law or public regulations.
- d) The Depositor indemnifies the Repository against all claims by third parties relating to Content.
- e) The Depositor will supply Content by means of a method and medium deemed acceptable by the Repository.

#### **5. Removal of Content / changes to access conditions**

- a) If sufficient indispensable grounds exist, the Depositor has the right to request the Repository not to make Content available for a temporary period or permanently. In such cases, the Repository shall retain Content in the data archive, but shall no longer allow third parties to access the Content or substantial parts thereof.
- b. If sufficient indispensable grounds exist, the Repository has the right to remove Content from the archive wholly or in part, or to restrict or prevent access to Content on a temporary or permanent basis. The Repository shall inform the Depositor in such cases.

#### **6. Availability to third parties:**

- a) The Repository shall make the Content available to third parties in accordance with the access conditions agreed with the Depositor: "Public", "Academic Access" or "Restricted Access".
- b) The Repository shall make Content available only to third parties who have agreed to comply with the conditions of use. Unless agreed otherwise with the Depositor, the use of Content is subject to the General Terms of Use laid down by the Repository.
- c) If the access category "Restricted Access" has been agreed, the Repository shall make the Content available only to the persons and/or organisations specified by the Depositor.
- d) The Repository can make Content (or substantial parts thereof) available to third parties:
  - a. if the Repository is required to do so by legislation or regulations, a court decision, or by a regulatory or other institution
  - b. if this is necessary for the preservation of Content and/or the data archive
  - c. (to a similar institution) if the Repository ceases to exist and/or its activities in the field of data-archiving are terminated
- e) The Repository shall publish the metadata and make them freely available, on the basis of the documentation that the Depositor provides with Content. The term metadata refers to the information that describes the digital files. Other documentation that relates to the dataset and is provided by the Depositor shall be published and made freely available, unless the Depositor has specified that certain documents must not be made freely available. Documents that contain personal data will not be made freely available.
- f) The general information about the research and the metadata relating to Content shall be included in the Repository's databases and publications that are freely accessible to all persons.



## **7. Provisions relating to use by third parties**

- a. The Repository shall require third parties to whom the Content (or substantial parts thereof) is made available to include in the research results a clear reference to the Content from which data have been used. The reference must comply with the Clarin Infrastructure Terms of Use.

## **8. Death of the Depositor**

Following the death of the Depositor, or in the event that the Depositor's organization ceases to exist, Content in the 'Restricted Access' category shall automatically be transferred to the 'Public' category. This is not applicable if Content contains personal data or such material, which copyright moves to the heirs of the original copyright owner.

## **9. Liability**

- a. The Repository accepts no liability in the event that all or part of Content is lost.
- b. The Repository accepts no liability for any damage or losses resulting from acts or omissions by third parties to whom the Repository has made Content available.

## **10. Term and termination of the Agreement**

- a. This Agreement shall come into effect on the date on which the Repository receives the Content (hereafter the deposit date) and shall remain valid for an indefinite period. Cancellation of this Agreement is subject to a period of notice of six months, and notice shall be given in writing. It is possible to change the agreed access category at any time during the term of the Agreement.
- b. Notwithstanding point (a), this Agreement shall end when Content is removed from the data archive in accordance with Article 5 of this Agreement.
- c. If the Repository ceases to exist or terminates its data-archiving activities, the Repository shall attempt to transfer the data files to a similar organisation that will continue the Agreement with the Depositor under similar conditions if possible.

## **11. Applicable law**

WHAT law is applicable to this agreement.

**Access categories for Content**

The Repository is permitted to distribute Content and make it available by means of the method mentioned below and, if indicated below making use of the additional option non-commercial You have chosen:

**[Public: unrestricted access]**

The Repository is permitted to make content available to all persons, legal entities and organisations for any purposes.

**[Academic Access only]**

The Repository is permitted to make Content available to all persons and organizations registered with the Repository for the purpose of Academic research, study or teaching.

**[Restricted Access: access with the permission of the Repository]**

The Repository is permitted to make the Content available to persons, legal entities and organisations registered with the Depositor only after receiving express permission from the Depositor.

**You have additionally chosen:****[Restriction: Non-Commercial]**

Content is not be used in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation.

**[Restriction: Grant back]**

If a Derivate version of Content is created, it has to be licensed with the same license as the original Content.

**[Restriction: Notification]**

If the Content is used in a published article or other work, a notification to Depositor about the publication is required. The Depositor hereby agrees to the above provisions and the general code(s) of conduct referred to in this document.

### 6.4.2. CLARIN Upgrade Agreement

D7S-2.1 Appendix B

## CLARIN Upgrade Agreement

### 1. Parties

Licensor:

Licensee:

### 2. Definitions

#### 2.1. Licensed Content

[A brief description of material in question]

#### 2.2. CLARIN Infrastructure

[Definition]

### 3. Purpose of the Agreement

The purpose of this agreement is to clarify the content of the existing licensing agreement between the Parties to allow the use the Licensed Content also as a part of the CLARIN Infrastructure. This agreement does not supersede the existing agreement(s) but only adds the needed Rights to CLARIN Infrastructure.

### 4. License Grant and Rights

Licensor agrees that the CLARIN Infrastructure has the same rights and duties pertaining Content, including but not limited to the right to distribute and use Licensed Content, as Licensee has based on the existing licensing agreement.

For this purpose, Licensor grants CLARIN Infrastructure worldwide, royalty-free, nonexclusive, terminable license to use Licensed Content for the duration of any applicable copyright and Database Rights Academic and Teaching purposes. To the extent possible in the relevant jurisdiction, these rights may be exercised in all media and formats whether now known or created in the future. [However, the rights granted shall not be used in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation.]

The granted rights are: Extraction and re-utilisation of the whole or a substantial part of Licensed Content; Creation of derivative content; Creation of collective content; Creation of temporary or permanent reproductions by any means and in any form, in whole or in part of Licensed Content; and distribution, communication, display, making available, or performance to the public by any means and in any form, in whole or in part of the Licensed Content.

CLARIN Infrastructure may not transfer these rights to any 3rd party without a permission from the Licensor.

### 5. Additional Information

The Licensor requires that CLARIN Infrastructure [**DOES WHAT**] before the access is given automatically to the User to the Material.

### 6. Termination

This Agreement and the rights granted will terminate automatically upon any substantial breach by Licensor or the CLARIN Infrastructure of the terms of this Agreement or the original licensing agreement. Individuals or entities who have received Adaptations or

Collections from CLARIN Infrastructure under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses.

Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Licensed Content). Notwithstanding the above, Licensor reserves the right to release the Licensed Content 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.