Creative Commons Legal Code Attribution-NonCommercial-ShareAlike 3.0 Unported

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. THIS INTRODUCTION CONSTITUTES AN INTEGRAL PART OF THE LICENSE.

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 THE EGYPTIAN INTELLECTUAL PROPERTY LAW AND/OR ANY OTHER APPLICABLE LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, THE LICENSEE ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF THIS LICENSE. TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT, THE LICENSOR GRANTS THE LICENSEE THE RIGHTS CONTAINED HERE IN CONSIDERATION OF THE LICENSEE'S ACCEPTANCE OF SUCH TERMS AND CONDITIONS THAT DOES NOT CONFLICT WITH PUBLIC ORDERS..

1. Definitions

a) "Derivative work" 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 a derivative work 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 a derivative work from the original work for the purpose of this License.

b) "Collective work" means a collective work 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 a Derivative Work (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 Dervative Work, which are decided by the author as he/she may deem appropriate in utilising his work , 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 natural or juridical person or persons that offer(s) the Work under the terms of this License.

f) **"Author and neighboring rights Holders"** the natural or juridical person or persons who create(s) the work is/are considered author(s) of the work, the person whose name is indicated on, or attributed to the published work as being its author, unless proven otherwise. The author may publish his work anonymously or under a pseudonym, provided that the identity of the author can be established without any doubt. In case of doubt, the publisher or producer of the work, wether a natural person or legal entity shall be the representative of the author in the exercise of his rights until the identity of the latter is disclosed. Neighboring rights holders mean (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 performance or other sounds; and,(iii) in the case of broadcasts, the organization that transmits the production

g) **"Work"** means any created literary, artistic or scientific product, whatever its type, mode of expression, significance or purpose of its creation.

h) **"The licensee"** means the individual or individuals or juridical person or persons exercising rights under this License who has/have not previously violated the terms of this License with respect to the Work, or who has/have 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. Exceptions and Limitations to Author's Exclusive 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 Egyptian IP law or other applicable laws.

3. License Grant. Subject to the terms and conditions of this License, Licensor hereby grants The licensee 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 Derivative Works provided that any such Derivative Work, 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 Arabic," 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 Derivative Works.

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. 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) The licensee may Distribute or Publicly Perform the Work only under the terms of this License. The licensee must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Work The licensee Distribute or Publicly Perform. The licensee may not offer or impose any terms on the Work that restrict the terms of this License or the ability of the recipient of the Work to exercise the rights granted to that recipient under the terms of the License. The licensee may not sublicense the Work. The licensee must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work The licensee Distribute or Publicly Perform. When The licensee Distribute or Publicly Perform the Work, The licensee may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from The licensee to exercise the rights granted to that recipient under the terms of the License. This Section 4(a) applies to the Work as incorporated in a Collection, but this does not require the Collection apart from the Work itself to be made subject to the terms of this License. If The licensee create a Collection, upon notice from any Licensor The licensee must, to the extent practicable, remove from the Collection any credit as required by

Section 4(d), as requested. If The licensee create a Derivative Work, upon notice from any Licensor The licensee must, to the extent practicable, remove from the Derivative Work any credit as required by Section 4(d), as requested.

b) The licensee may Distribute or Publicly Perform a Derivative Work only under: (i) the terms of this License; (ii) a later version of this License with the same License Elements as this License: (iii) the Creative Commons unported or another 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"). The licensee must include a copy of, or the URI, for Applicable License with every copy of each Derivative Work The licensee Distribute or Publicly Perform. The licensee may not offer or impose any terms on the Derivative Work that restrict the terms of the Applicable License or the ability of the recipient of the Derivative Work to exercise the rights granted to that recipient under the terms of the Applicable License. The licensee 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 Derivative WorkThe licensee Distribute or Publicly Perform. When The licensee Distribute or Publicly Perform the Derivative Work, The licensee may not impose any effective technological measures on the Derivative Work that restrict the ability of a recipient of the Derivative Work from The licensee to exercise the rights granted to that recipient under the terms of the Applicable License. This Section 4(b) applies to the Derivative Work as incorporated in a Collection, but this does not require the Collection apart from the Derivative Work itself to be made subject to the terms of the Applicable License.

c) The licensee may not exercise any of the rights granted to The licensee in Section 3 above in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. The exchange of the 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 con-nection with the exchange of copyrighted works.

d) If The licensee Distribute, or Publicly Perform the Work or any Derivative Works or Collections, The licensee 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 The licensee 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 a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). The credit required by this Section 4(d) may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collection, at a minimum such credit will appear, if a credit for all contributing authors of the Derivative Work 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, The licensee may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising The licensee's rights under this License, The licensee may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of The licensee or The licensee's 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 The licensee 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 The licensee of the rights granted under this License if the licensee's 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 The licensee 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) Moral rights remain unaffected to the extent they are recognized and not waivable by Egyptian applicable law.

5. 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 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 THE LICENSEE. 6. Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO THE LICENSEE ON ANY LEGAL PRINCIPLE FOR ANY, INCIDENTAL, CONSEQUENTIAL, PUNITIVE DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Termination

a) This License and the rights granted hereunder will terminate automatically upon any breach by The licensee of the terms of this License. Individuals or entities who have received Derivative Works or Collections from The licensee 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. Additional Clauses

a) Each time The licensee 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 The licensee under this License.

b) Each time The licensee Distribute or Publicly Perform a Derivative Work, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to The licensee under this License.

c) If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

d) No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

e) This License constitutes the entire agreement between the parties with respect to the 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 The licensee. This License may not be modified without the mutual written agreement of the Licensor and The licensee.

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 The licensee or any party on any legal theory for any damages whatsoever, including without limitation any general, 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/.

« Back to Commons Deed