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*Corporation for’ commercial society’ as opposed to ‘non-profit-making association’.*

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*Put at disposal: Legal word for ‘provide, offer’, making possible to use and reuse the Work without sublicensing it.*

*The legal translation we choose for License is Authorisation. License can also be translated by French ‘licence’, a generic anglicism common in computer contracts.*

Object/purpose of the contract that puts the Work at disposal

*It is usual to add the subtitle ‘contract object’ in order to precise and explain the intention of the parties. As subtitle we propose to add ‘contract’ to explain that it is a contract and that no rights are transferred; only the use of some rights is authorized, i.e. not reserved, offered, put at disposal.*

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**1. Definitions** (*alphabetical order*)

a. « **Collective Work** »: a work, in which the Work in its unmodified and full form, is assembled into a collective whole with *other* contributions that constitute separate and independent works in themselves. Constitute *among others* Collective Works periodical issues, anthologies or encyclopedia. A work that constitutes a Collective Work will *however* not be considered as a Derivative Work (as defined below) for the purposes of this Authorization.

*'Among others' instead of « such as » which has a non-limitative meaning under French IP Code. As opposed to 'such as', 'among others' means under French Intellectual Property Code that a form not predicted in the list can be accepted as a Derivative Work.*

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*French collective and derivative works do not have the exact same definition than in USC. Sound recordings are not under derivative works in French Code.*

*Shall we alter the definitions?*

*Is sound recordings limited to recordings of music work or does CCPL intend to cover also generic recordings, also i.e. video recording on CDR or DVD? In the latter case, 'recording' instead of 'sound recording' has a broader scope regarding French classification of protected works.*

*Summary: generic French word for abridgment, condensation, abstract...*

c. **« Bidder »**: *the natural person or the moral person* that offers the Work at disposal under the terms of this Authorization.

*Bidder: Licensor can also be translated by 'bailleur' or 'cédant' 'holder', which can imply that the Licensor is the Rights Holder and transfers or sublicenses part of rights he owns to You so that they can be further transferred (You may not sublicense the Work, 4.a)*

*Person: in legal French, a natural person is a human-being 'individual' and a moral person is an 'entity', i.e. company, association, public institution... both being able to go to court, sign contracts, be rights holders.*

d. **« Original Author »**: the author of the work.

e. **« Work »**: *the work of spirit protected by literary and artistic property law* or applicable law and offered under the terms of the authorization.

*Only 'works of spirit', as opposed to ideas and raw information, are works of authorship and are copyrightable. Literary and artistic property law is IP law subclass which seems adequate for copyright.*

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*Represent is French legal term for 'display' plus 'perform' is 'represent' or 'communicate' to the public (EC terminology).*

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*No literal translation for credit even if the English expression credit is used in everyday language for copyright information, paternity elements.*

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*Remuneration added to fit French generic terminology.*

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*Passive voice used instead of original “You” turn of phrase*

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*Words position has been altered in the sentence.*

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*We propose to add “mandate” instead of “representation” in order to include protection by collective societies. Indeed, if the Original Author registered to a collective society for a previous work, he has given a mandate to this collective society and cannot use any CCPL.*

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