1. Clause 1(a): in the Maltese Copyright Act (Chapter 415 of the Laws of Malta), "collective work" is defined as a work which has been created by two or more physical persons at the initiative and under the direction of a physical person or legal entity with the understanding that it will be disclosed by the latter person or entity under his or its own name and that the identity of the contributing physical persons will not be indicated in the work". In order to avoid confusion and in view of the new provision in Clause 1 stating that "Words and expressions that are defined in the Copyright Act (Chapter 415 of the Laws of Malta) shall bear the same meaning in this License", we felt that the term "collective work" in the Licence should be replaced, for instance, by "compiled work".

2. Clauses 1(c) and 7(b): we believe that it is an essential aspect of the licence that the licensor is the lawful owner of the rights over the Work which he is granting to the licensee.

3. Clause 1(f): since the word "use" is used at several instances in the licence, we thought it appropriate to define that term. We would like to point out that "use" in terms of the licence is more limited than the "use" in terms of the Copyright Act as described in Article 7(1) of the said Act (see point 5 below).

4. Clauses 1(h) and 4(g): the definition used in the original Licence contains an undertaking by the licensee. It would be more appropriate to include such undertaking in Clause 4 (Restrictions).

5. Clause 2: Article 9 of the Copyright Act lists a number of restrictions to copyright in relation to certain works. It should also be pointed out that pursuant to Article 7(1) of the said Act, copyright is the exclusive right to authorise or prohibit the doing in Malta in respect of the protected material in its totality or substantial part thereof, either in its original form or in any form recognisably derived from the original:
   - (a) the direct or indirect, temporary or permanent reproduction by any means and in any form, in whole or in part;
   - (b) the rental and lending;
   - (c) the distribution;
   - (d) the translation in other languages including different computer languages;
   - (e) the adaptation, the arrangement and any other alteration and the reproduction, distribution, communication, display or performance to the public of the results thereof;
   - (f) the broadcasting or rebroadcasting or the communication to the public or cable retransmission;
   - (g) display or performance to the public.

   This means, for example, that the use of samples, i.e. not the whole work or a substantial part of it, is not covered by copyright and would therefore not necessitate licensing.

6. Clause 5: The moral rights of the original author constitute an essential part of copyright under Maltese law and should therefore be mentioned in the licence.

7. Clause 6: Under Maltese law, performers, producers and broadcaster enjoy certain rights, the so-called neighbouring rights. As you suggested, we are including them in the licence, although we are not quite sure how (the licensing of) such neighbouring rights fits into the system contemplated by Creative Commons.

8. Clauses 10(a) and (b): The third party "recipient" referred to in these Clauses is not a party to the agreement (the licence is an agreement which binds the licensor and licensee

only) and the licensee would not be a party to the licence agreement between the licensor and the recipient. However, since these provisions embody the idea behind the CC Licence, we left them as they are although they could be considered to be more of an "informative" than of a "legal" nature.

9. Clause 10(f): Since the licence is governed by Maltese copyright law, we thought it appropriate to include a choice of law and jurisdiction clause.