

Creative Commons - Attribution – NonCommercial – Share in the terms of the same license 2.5

As determined by the most recent guidelines issued by Creative Commons International, and in order to enhance the changes made in the Attribution-NonCommercial-ShareAlike licence – generic license, we would like to clarify the following:

In our translation, and because this is just a first draft of the final version of a Creative Commons licence, we did not introduce many changes to the newest version of Attribution-NonCommercial-ShareAlike licence (2.5).

We tried not to create a version of the licence much different from the license from Brazil (which has already been adopted). Please note that both Portugal and Brazil have similar copyright legislation and in both cases the mother tongue is Portuguese.

Nevertheless, we can still find some differences. We made some changes based upon different opinions relating to the translation of certain terms and our translation is based in a more recent version of the licence.

In general, some changes were made so the sentences translated could make sense in Portuguese and also to make the licence more easily readable.

In particular, we made the following changes:

ShareAlike = Share in the terms of the same license. In Portuguese, ShareAlike cannot be translated properly. Our suggestion is also different from the one from Brazil because in Portuguese from Portugal we do not use the term “ compartilhamento” .

Creative Commons Corporation - The term Corporation does not have a perfect translation in Portuguese. The use of the wording “ Creative Commons” seems sufficient to translate the English designation.

You = the User. In Portuguese it is not usual or suitable to refer to someone in this kind of document as “ You” .

Fair Use Rights = Legitimate Use. There is no legal translation for “ fair use rights” in the Portuguese legal system. Fair use only exists in copyright systems. In continental systems, fair use is replaced by the exceptions and limitations to the author’ s exclusive rights.

First sale = esgotamento - doctrine of first sale allows the purchaser to transfer a particular, legally acquired copy of protected work without permission once it has been obtained. That means the distribution rights of a copyright holder end on that particular copy once the copy is sold. This is the definition of Portuguese “ esgotamento” .

Mechanical right = Remuneration for the reproduction or recording of a Work. A Mechanical right allows creators to claim royalties when their works are recorded. The word "mechanical" is used to indicate the use of a mechanical device to play the music. We believe that this concept corresponds to a Portuguese right to remuneration every time a reproduction is made.

We believe that it is not admissible the reference to a compulsory licence other than in the cases specifically identified by the Portuguese Código do Direito de Autor e dos Direitos Conexos (Copyright Code). We eliminated the references made in the document to these compulsory licenses.

These changes, and other minor ones, were introduced in the translation of the changed licence back to English.