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Retranslation from draft 1 Romanian CC BY-NC-SA 3.0

Substantive legal changes – the translation into Romanian was made according with the Romanian Copyright law 8/1996 with all the modifications until March 2008. The Romanian copyright system is based on authors right, with a lot of similarities to the French, Italian and other systems that were taken into consideration when the licence was drafted.

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Included the reference to the copyright and related rights law. This law also includes a chapter on sui-generis right on database

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We have used the term Recipient instead of You, that is not met in the usual contract drafting techniques.

1. Definitions

a) “**Work**” means the genuine intellectual creative work subject to protection by copyright and related rights offered under the present licence. For the purpose of this licence, the term Work will also cover a phonogram, a videogram, a radio or TV broadcast or database in agreement with the definitions of the legislation in force on copyright and related rights, provided such a photogram, videogram, radio or TV broadcast or database is protected also by the law applicable in the Recipient’s jurisdiction.

We have enlarged the definition of Work beyond the legal definition, in order to include the objects stipulated in Title II on Related Rights of the Romanian Copyright Law

b) "**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 for collections that will not be considered an Adaptation for the purpose of this License. To avoid any misunderstandings, 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.

c) "**Collection**" means a collection of literary or artistic works, such as encyclopaedias and anthologies, or other works or subject matter other than works listed in Section 1(a) 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 for the purposes of this License.

The Romanian law uses the words of Common Work and Collective Work to define the works made by collaboration. The Collective Work is the one which the personal contributions of the co-authors form a whole, without it being possible, in view of the nature of the work, to ascribe a distinct right to any one of the co-authors in the whole work so created. The Common Work (or joint authorship) is the work where each contribution can be determined, but not obligatory distinct.

At the same time, phonograms or broadcasts were included in the definition of Work. However, an encyclopedia according to the Romanian law will be considered a derivative work – that should be more on point b.

This is why we kept the original terms, trying to define them as close as possible to the original licence.

d) "**The Author**" means, in the case of a literary or artistic work, any natural person(s) having created the Work.

The author can be only a natural person, according to the Romanian law. The term author included the notion that he (she) is the original creator of the work

e) „**Holder of related rights**” means the natural or legal persons holding related rights to copyright and can be: (i) interpreting or performing artists in the case of interpretation or performance (ii) the producers of sound or audio-video recordings, in case of a phonogram or videogram respectively and (iii) the radio or TV broadcasting organisms in case of radio and television broadcastings.

Included in order to apply the license also for the related rights

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Definition from the Romanian law.

- i) "**Distribution**" means selling or any other transmission means, charged or free, of the original Work, Adaption or copies of it, as well as the public offering of these.

Definition from the Romanian law.

j) "**Reproduction**" means making an entire or partial copy or several copies of a Work, directly or indirectly, temporarily or permanently, by any means and in any form, including sound or visual recordings of a Work, including its temporary or permanent storage by electronic means.

Definition from the Romanian law.

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Romanian copyright law is based not on fair use, but on specific exceptions as foreseen on the law. The Title of the Chapter in the law is "Limitations on the Exercise of Copyright ", therefore we have used the same text. It is debatable if these are rights or just exceptions to the copyright...

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- c. to Distribute and Publicly Perform the Work including as incorporated in Collections;
- d. to Distribute and Publicly Perform Adaptations;
- e. In case the Work is a database, to extract and/or reuse substantial parts of the Work.

Added the database rights, that are included in the Romanian copyright and related rights law.

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This part was a little bit re-written in order to better understand the text in Romanian.

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Added in order to understand they do not apply to the database sui-generis right.

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No literal translation for credit even if the English expression credit is sometimes used in copyright, the word is more “mentions” or “informations”.

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The regime is different in the area of compulsory collective management is different. We have preferred a much more generic information, in a similar way with the French and Belgium license. Also we added the list of compulsory collective administration. from the Romanian copyright law.

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Moral rights are recognized by the Romanian law and the author can't give them up. The text has been slightly modified in order to reflect the text in the Romanian law. The other moral rights (see art 10 Romanian Copyright law) will still exist according to the legislation and can be exercised by the Author, but we believe there is no need at this point to mention them in the licence.

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Text has been slightly modified in order to fit the Romanian legislation type of civil law. French and Belgium text of the CC licences were took as a reference.

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Text has been slightly modified in order to fit the Romanian legislation type of civil law. French and Belgium text of the CC licences were took as a reference.

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- f) The applicable law is the Romanian law.

Added the info on the applicable law – *lex contractus*.

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Just “ direct, indirect, material or moral damages “ is enough under the Romanian tort law.

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