Re-translation of Serbian Draft English explanation of substantive legal changes Attribution-NonCommercial-ShareAlike 3.0 (Authorship-NonCommercial-ShareUnderTheSameConditions) legal code

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE A LEGAL RELATIONSHIP WITH CREATIVE COMMONS. 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.

An attorney – client relationship – a legal relationship with Creative Commons

In Serbian law, the attorney – client relationship is not recognized as a legal concept.

License Agreement (License)

License – License Agreement (License)

The addition (License Agreement) is made in order to indicate the license as a contract to the potential parties.

THE WORK (AS DEFINED BELOW) IS **PUT AT DISPOSAL** UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE ("CCPL" OR "LICENSE"). THE WORK IS PROTECTED BY **AUTHORS RIGHTS, NEIGHBOURING RIGHTS** AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.

Provided – put at disposal

The modification is made in accordance with the Serbian Code of Obligations.

Copyright – authors rights and neighbouring rights

Serbian law recognizes authors rights or original creators rights as well as neighbouring rights such as performers rights, phonogram, videogram or database rights. To the context of this License, both are relevant to be covered.

BY EXERCISING THE WORK IN A WAY COVERED BY ANY RIGHTS PROVIDED HERE, THE ACCEPTING PARTY ACCEPTS AND AGREE 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 ACCEPTING PARTY THE RIGHTS CONTAINED HERE IN CONSIDERATION OF THE ACCEPTING PARTY ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

Any rights to the Work provided here – the work in a way covered by any rights provided here

The modification is made in order to avoid the potential problems of legal interpretation.

You – the Accepting Party

In Serbian agreements the other party is not designated as You.

1. Definitions

The definitions are mostly taken from the legal text (Law on Copyright and Neighbouring Rights No. 61/04) in order to avoid the potential problems of legal interpretation.

a. "Modification" means a Work in which the characteristic elements of the modified (original) Work are recognizable (musical remixes, arrangement, adaptations and other modifications). For the avoidance of doubt, a Work that constitutes a Collection will not be considered a Modification but where the Work is a musical work or phonogram, the synchronization of the Work in timed-relation with a moving image will be considered a Modification for the purpose of this License.

Adaptation - Modification

- b. "Collection" means a collection of Works listed in Section 1(g), data, documents or other independent elements, constituting by virtue of their selection or mode of assembly an original intellectual creation, such as anthology, encyclopedia, collection of documents or collection of elements systematically or methodically ordered and accessible by electronic or other means (e.g. database). A Work that constitutes a Collection will not be considered a Modification (as defined below) for the purposes of this License.
- **c.** "**Distribute**" means to place the original and copies of the Work or Modification on the circulation.
- **d.** "License Elements" means the following high-level license attributes as selected by Licensor and indicated in the title of this License: *Authorship*, Non commercial, *Share under the same conditions*.

Attribution – *Authorship*

Under Serbian Copyright Law, right of authorship is author's moral or exclusive right to be recognized as the author of his own work (Article 14).

Share alike – Share under the same conditions

It can also be literally translated, but the extension is justified by greater clarity.

e. "Licensor" means *the natural or legal person* that offers the Work at disposal under the terms of this License.

In Serbian law, individual or entity – the natural or legal person

f. "Original Author" means *a natural person* who created the Work. For the purpose of this License, if no individual can be identified, the right holder (producer of phonogram, producer of videogram, producer of broadcast and producer of database) or publisher.

Under Serbian law, the author can only be a natural person, not an entity or legal person.

- **g.** "Work" means an original intellectual creation put at disposal under the terms of this License work of authorship. A work such as phonogram, videogram, broadcast and database will be considered a Work, for the purpose of this License, if such Work is protected by applicable law in the Accepting Party jurisdiction.
- h. "The Accepting Party" means a natural or legal person who accepts this License, the rights and obligations by exercising the Work in a way covered by any rights under this License and who has not previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise the Work in a way covered by any rights under this License despite a previous violation

The addition (who accepts this License, the rights and obligations) is made in accordance with the context of this license.

- i. "Publicly Perform" means to make available to the public the Work including the interactive communication of the Work to the public by wire or wireless means in such a way that members of the public may individually access the Work from a place and at a time individually chosen by them.
- **j.** "Reproduce" means to make copies of the Work by fixation or reproduction the Work in any manner regardless of the number of their copies, technique by which they are multiplied or the durability of the copy.

2. "Limitations on Copyright". Nothing in this License is intended to restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the copyright protection under copyright law or other applicable laws.

Reduce, limit or restrict – Restrict

Fair Dealing Rights – Limitations on Copyright

Serbian Copyright Law does not recognize the Fair Dealing Rights, but there are some explicit limitations on the exclusive rights of the copyright holder (Articles 40-55).

- **3. License Grant** Subject to the terms and conditions of this License, Licensor hereby grants the Accepting Party a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the copyright *or other applicable law*) license to *realize* 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 Modification provided that any such Modification, 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 Spanish," 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 Modifications.

The above rights may be realized in all *known* media and formats. The above rights include the right to make such modifications as are technically necessary to exercise the *Work* in *any* media and formats. *If the Licensor is the right holder of the sui generis database rights under the national law implementing the European Database Directive, the Licensor waives this right.* All rights not expressly granted by Licensor are hereby reserved, including but not limited to the rights described in Section 4(e) and 4(g).

Whether now known or hereafter devised – in all known (media and formats)

Other – any

Serbian Copyright Law excludes consideration of the formats which are unknown: "Any licensing of pecuniary rights on all future works of an author, as well as on still unknown forms of exploiting a work, shall be null and void." (Article 64)

Since Serbian law is harmonized with the European Database Directive, the addition (If the Licensor is the right holder of the sui generis database rights under the national law implementing the European Database Directive, the Licensor waives this right) is implemented as relevant in Serbian version.

- **4. Restrictions.** The license, granted in Section 3 above, is expressly made subject to and limited by the following restrictions:
 - The Accepting Party may Distribute or Publicly Perform the Work only under the terms a. of this License. The Accepting Party must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Work the Accepting Party Distribute or Publicly Perform. The Accepting Party 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 Accepting Party may not sublicense the Work. The Accepting Party must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work the Accepting Party Distribute or Publicly Perform. When the Accepting Party Distribute or Publicly Perform the Work, the Accepting Party may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from the Accepting Party 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 Accepting Party create a Collection, upon notice from any Licensor the Accepting Party must, to the extent practicable, remove from the Collection any credit as required by Section 4(d), as requested. If the Accepting Party creates a Collection, upon notice from the Original Author he must, to the extent practicable, remove from the Collection any credit to the Original Author as required by clause 4(d), as requested. If the Accepting Party create a Modification, upon notice from any Licensor the Accepting Party must, to the extent practicable, remove from the Modification any credit as required by Section 4(d), as requested. If the Accepting Party creates a Modification, upon notice from the Original Author he must, to the extent practicable, remove from the Modification any credit to the Original Author as required by clause 4(d), as requested.

The explicit references to the original author are necessary to cover moral rights recognized as exclusive and relevant in Serbian law.

b. The Accepting Party may Distribute or Publicly Perform a Modification 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 unported Creative Commons license or a 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 Accepting Party must include a copy of, or the URI, for Applicable License with every copy of each Modification

the Accepting Party Distribute or Publicly Perform. The Accepting Party may not offer or impose any terms on the Modification that restrict the terms of the Applicable License or the ability of the recipient of the Modification to exercise the rights granted to that recipient under the terms of the Applicable License. The Accepting Party 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 Modification the Accepting Party Distribute or Publicly Perform. When the Accepting Party Distribute or Publicly Perform the Modification, the Accepting Party may not impose any effective technological measures on the Modification that restrict the ability of a recipient of the Modification from the Accepting Party to exercise the rights granted to that recipient under the terms of the Applicable License. This Section 4(b) applies to the Modification as incorporated in a Collection, but this does not require the Collection apart from the Modification itself to be made subject to the terms of the Applicable License.

- c. The Accepting Party may not exercise any of the rights granted to the Accepting Party 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 connection with the exchange of copyrighted works.
- d. If the Accepting Party Distribute, or Publicly Perform the Work or any Modifications or Collections, the Accepting Party must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and acknowledge right of authorship to the Original Author, reasonable to the medium or means the Accepting Party is utilizing by providing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or the name of right holder or publisher if supplied ("Attribution 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 Modification, a credit identifying the use of the Work in the Modification (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 Modification or Collection, at a minimum such credit will appear, if a credit for all contributing authors of the Modification 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 Accepting Party may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising the Accepting Party rights under this License, the Accepting Party 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 Accepting Party or the Accepting Party use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.

The addition (acknowledge right of authorship to the Original Author) is justified by the legal concept of right of authorship in Serbian law and its relevance in the context of this license.

(e.g. a sponsor institute, publishing entity, journal) – (right holder or publisher)

The modification is made in order to avoid the potential problems of legal interpretation.

- e For the avoidance of doubt:
 - i. If the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived (e.g. for reproduction under statutory license or expected reproduction on sound, picture and text carriers for personal purposes), the Licensor reserves the exclusive right to collect such royalties, individually or via collecting society, for any (commercial or noncommercial) exercise of the Work;

The additions (e.g. for reproduction under statutory license or expected reproduction on sound, picture and text carriers for personal purposes) and (commercial or noncommercial) are justified by greater clarity.

ii. Collective rights management The Licensor reserves the right to collect royalties, whether individually or via collecting society, for commercial exercise of the Work. The Licensor waives the right to collect royalties, whether individually or via collecting society, for noncommercial exercise of the Work.

iii - ii

Since in Serbian law the right to collect royalties under statutory or compulsory licensing scheme cannot be waived, the original provision 4e ii is omitted as irrelevant in Serbian version.

- f. For the avoidance of doubt: The restrictions mentioned above (4(a) and 4(b)) do not apply to the sui generis database right.
- g. If the Accepting Party Reproduce, Distribute or Publicly Perform the Work eiher by itself or as a part of any Modifications or Collections, the Accepting Party *must respect the moral rights* of the Original Author *or the performer*, including their honor or reputation.

Except as otherwise agreed in writing by the Licensor or as may be otherwise permitted by

applicable law, if You Reproduce, Distribute or Publicly Perform the Work either by itself or as part of any Adaptations or Collections, You must not distort, mutilate, modify or take other derogatory action in relation to the Work which would be prejudicial to the Original Author's honor or reputation. Licensor agrees that in those jurisdictions (e.g. Japan), in which any exercise of the right granted in Section 3(b) of this License (the right to make Adaptations) would be deemed to be a distortion, mutilation, modification or other derogatory action prejudicial to the Original Author's honor and reputation, the Licensor will waive or not assert, as appropriate, this Section, to the fullest extent permitted by the applicable national law, to enable You to reasonably exercise Your right under Section 3(b) of this License (right to make Adaptations) but not otherwise — If the Accepting Party Reproduce, Distribute or Publicly Perform the Work eiher by itself or as a part of any Modifications or Collections, the Accepting Party must respect the moral rights of the Original Author or the performer, including their honor or reputation

The modification is necessary to cover moral rights in Serbian law.

5. Warranties

EXCEPT TO THE OTHERWISE AGRRED IN WRITING OR APPLICABLE LAW, LICENSOR, OFFERS THE WORK AS-IS AND MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE RIGHTS GRANTED UNDER THIS LICENSE.

6. Limitation on Liability

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK.

As Serbian law does not recognize some of conceptual or jurisprudential references under Sections 5-6, they are omitted as irrelevant in the context of Serbian version.

7. Termination

a. This License and the rights *and obligations* will terminate automatically upon any breach by the Accepting Party of the terms of this License (e.g. by Publicly Performing the Work without acknowledging right of authorship as required by clause 4 d). Natural or legal person who have received the disposal of Modifications or Collections from the Accepting Party under this License, however, will not have their licenses terminated provided such natural or legal persons remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License.

The addition (e.g. by Publicly Performing the Work without acknowledging right

of authorship as required by clause 4 d) is justified by greater clarity.

b. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the copyright or other applicable law). Notwithstanding the above *and without notifying the Accepting Party*, 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.

The addition (without notifying the Accepting Party) is made in order to avoid the potential problems of contract (rights or obligations) interpretation.

8. Miscellaneous

- a. Each time the Accepting Party Distributes or Publicly Performs 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 Accepting Party under this License.
- b. Each time the Accepting Party Distributes or Publicly Performs a Modification, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to the Accepting Party 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 or agreements 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 Accepting Party. This License may not be modified without the mutual written agreement of the Licensor and the Accepting Party.

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 Accepting Party or any

party for any damages whatsoever, including without limitation any damages arising in connection to this license. Notwithstanding the foregoing two 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/.

As some of legal concepts are unknown in Serbian law, they are not included in Serbian version