

The Changes for CCPL Egypt

Legal Code

Attribution- Non- Commercial – Share a like 3.0

Changes:

1- Introduction, added “**ORGANIZATION**” and deleted “**CORPORATION**”.

I have replaced “corporation” with “organization” in the Arabic version since the word “corporation” is only used for private and commercial firms under the Egyptian company Law.

CREATIVE COMMONS **ORGANIZATION** IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES.

2- Introduction, added “**THIS INTRODUCTION CONSTITUTE AN INTEGRAL PART OF THE LICENSE**”.

It is common to find this phrase when drafting legal documents in Arabic. It assures that the introductory paragraph is part of the license .

CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.**THIS INTRODUCTION CONSTITUTE AN INTEGRAL PART OF THE LICENSE.**

3- License, added “**AND/OR ANY OTHER APPLICABLE LAW**” and “**Intellectual Property LAW**” instead of “**COPYRIGHT**”.

*I have added “intellectual property Law” instead of copyright as the applicable Egyptian law here is law number 82 year 2002 is the IP law, copyright is in chapter 3 in this law.
I have added “And/ Or Any Other Applicable Laws” in order to not restrict ourselves to the Egyptian IP Law alone and to show that other laws/legislations maybe applicable on the license.*

ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR THE EGYPTIAN INTELLECTUAL PROPERTY LAW AND/OR ANY OTHER APPLICABLE LAW IS PROHIBITED.

4- License, replaced “You” with “licensee”

I have replaced the word “You” with “licensee” throughout the whole license, as it is not common to use “You” in Arabic legal documents and it is not considered formal Arabic in legal drafting.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE **THE LICENSEE** ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF THIS LICENSE.

5- License, added “THAT DOES NOT CONFLICT WITH PUBLIC ORDERS”.

I have added the last part of the sentence to make the license valid under the Egyptian Civil Law which requires that any contract/ agreement that is not in compliance with public orders is considered invalid.

TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT, THE LICENSOR GRANTS **THE LICENSEE** THE RIGHTS CONTAINED HERE IN CONSIDERATION OF **THE LICENSEE’S** ACCEPTANCE OF SUCH TERMS AND CONDITIONS **THAT DOES NOT CONFLICT WITH PUBLIC ORDERS.**

6- " Definition " a) adaptation , added “DERIVATIVE WORK FROM THE ORIGINAL WORK” in the end of paragraph and replaced “ADAPTATION” with “DERIVATIVE WORK” throughout the whole license.

Following the language of the Egyptian Intellectual property Law, (art. 138-6, “The adaptation must be with a legal authorization of the author of the original work, the person who adopt produce a work based on other work must refer to the name of the original author”. available at http://www.wipo.int/clea/en/text_pdf.jsp?lang=EN&id=1301) I inserted this term.

"Derivative work" 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 that a work that constitutes a Collection will not be considered a derivative work for the purpose of this License. For the avoidance of doubt, 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 **a derivative work from the original work** for the purpose of this License

7- "Definition" b) Collection, added "COLLECTIVE WORK".

I replaced the word "Collection" by using "collective work" since the Egyptian intellectual property law (art. 138-4) uses the term "Collective work" .

- a) **Collective Work** means a **collective work** of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(g) below,

8- "Definition" "Distribute", added "UTILIZING HIS WORK".

I have added the paragraph to reflect the language of the Egyptian IP Law since the author is given the full authority in utilizing his work, and this is one of his exclusive rights.

"Distribute" means to make available to the public the original and copies of the Work or Adaptation, which are decided by the author as he/she may deem appropriate **in utilizing his work** , through sale or other transfer of ownership.

9- Licensor, added "NATURAL OR JURIDICAL PERSON OR PERSONS".

I have used the "natural or juridical person or persons" since the Egyptian IP Law gives protection to any of them, and that gives the proper legal meaning. This is in accordance with the wording of the Civil Law too.

- e) **"Licensor"** means **the natural or juridical person or persons** that offer(s) the Work under the terms of this License.

10- " Definition ", deleted "ORIGINAL AUTHOR" and replaced with "AUTHOR AND NEIGHBORING RIGHTS HOLDERS"

I have used "Author" instead of "original Author" in accordance with the language of the Egyptian IP Law. Art.(138-3)

"Author and neighboring rights Holders" the natural or juridical person or persons who create(s) the work is/are considered author(s) of the work, the person whose name is indicated on, or attributed to the published work as being its author, unless proven otherwise. The author may publish his work anonymously or under a pseudonym, provided that the identity of the author can be established without any doubt. In case of doubt, the publisher or producer of the work, whether a natural person or legal entity shall be the representative of the author in the exercise of his rights until the identity of the latter is disclosed. **Neighboring rights holders mean** (i) in the case of a performance the actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret or otherwise perform literary or artistic works or expressions of folklore; (ii) in the case of a phonogram the producer being the person or legal entity who first fixes the

sounds of a performance or other sounds; and,(iii) in the case of broadcasts, the organization that transmits the production

11- "Definition ", “WORK” amended the types of protected work.

1 g) has been replaced by the Egyptian IP Law. Article 138-1

g) **"Work"** means Any created literary, artistic or scientific product, whatever its type, mode of expression, significance or purpose of its creation.

12- "Definition ", replaced “You” with “LICENSEE” (as explained before) and added “THE INDIVIDUAL OR INDIVIDUALS OR JURIDICAL PERSON OR PERSONS”.

I have included the plural to make it consistent.

"The licensee" means **the individual or individuals or juridical person or persons** exercising rights under this License who has/have not previously violated the terms of this License with respect to the Work, or who has/have received express permission from the Licensor to exercise rights under this License despite a previous violation.

13- 'FAIR DEALING RIGHTS”, replaced with " EXCEPTIONS AND LIMITATIONS TO AUTHOR’S EXCLUSIVE RIGHTS” and added “Egyptian” to IP law

I have replaced the "fair dealing rights" with "exceptions and limitations to author’s exclusive rights "since Egypt is a more civil law country and this is the terms used here. . please check article 171 of the Egyptain IP law

2- Exceptions and limitations to Author’s Exclusive Rights. Nothing in this License is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the copyright protection under Egyptian IP law or other applicable laws.

14- License Grant, 3.b, I replaced the word “Spanish” with “ Arabic”

As the license is in the Arabic language, it would be more consistent to use the word “Arabic” instead of “Spanish”.

b) to create and Reproduce Derivative Works provided that any such Derivative Work, 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 **Arabic**," or a modification could indicate "The original work has been modified.";

15- License Grant, 3.d, deleted “subject to section 8(f)”

I have removed the reference to section 8(f) according to the instructions received from CC.

d) to Distribute and Publicly Perform Derivative Works.

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. **All rights not expressly granted by Licensor are hereby reserved, including but not limited to the rights described in Section 4(e).**

16- Restrictions, 4.b,added "UNPORTED OR ANOTHER”.

I added "unported or another” in accordance with the instruction received from CC.

b) Licensee may Distribute or Publicly Perform an Adaptation 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 Creative Commons **unported or another** 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").

17- Restrictions, I have deleted 4 e) section (i), (ii), (iii) and replaced it with 4(e) as below.

e) For the avoidance of doubt:

In the event of non-waivable compulsory license schemes, the Licensor reserves the right to collect such royalties (whether or not through a collecting society) both for commercial and non-commercial use of the Work.

18- Restrictions, I have replaced item 4 F about moral rights with “MORAL RIGHTS REMAIN UNAFFECTED TO THE EXTENT THEY ARE RECOGNIZED AND NOT WAIVABLE BY EGYPTIAN APPLICABLE LAW”

I have added this to use the same standard language as other jurisdictions that have moral rights.

f) Moral rights remain unaffected to the extent they are recognized and not waivable by Egyptian applicable law.

19- "REPRESENTATIONS, WARRANTIES AND DISCLAIMER" deleted "REPRESENTATIONS".

I have deleted "representation" since it does not make any legal sense in our legal system particularly the Egyptian Civil Law.

5. Warranties and Disclaimer UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR OFFERS THE WORK AS-IS AND MAKES WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE.

20- "WARRANTIES AND DISCLAIMER" I added "LEGAL PRINCIPLE" and deleted "SPECIAL" and "EXEMPLARY DAMAGES".

I have added "legal principle" and deleted "legal theory" to give the proper needed legal meaning. according to the Egyptian Civil Law "Exemplary Damages" are not present

6. Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE ON ANY LEGAL PRINCIPLE FOR ANY, INCIDENTAL, CONSEQUENTIAL, PUNITIVE DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21- Miscellaneous, added "ADDITIONAL CLAUSES".

I have replaced "miscellaneous" with "additional clauses" since we do not use miscellaneous when drafting legal documents in Arabic

8. Additional Clauses

22- Creative Commons notice, deleted "SPECIAL DAMAGES".

I have deleted "special damages" since it is not used in the Egyptian Civil Law .

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 licensee or any party on any legal theory for any damages whatsoever, including without limitation any general, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.