Creative Commons

Attribution-NonCommercial-ShareAlike 3.0

Draft Guatemalan License

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE ("CCPL" OR "LICENSE"). THE WORK IS PROTECTED BY THE CONSTITUTION of the Republic of Guatemala, the Decree 33-98 and any further modification, international treaties and other applicable law. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE.

THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR UNCONDITIONAL AND PLAIN ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
1. **Definitions**

a. "**Collection**" means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole and is "original". A Work that constitutes a Collection will not be considered an Adaptation (as defined below) for the purposes of this License.

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 that a work that constitutes a Collection will not be considered an Adaptation 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 an Adaptation for the purpose of this License.

c. "Licensor" means the individual or entity that offers the Work under the terms of this License.

d. "Original Author" means, in the case of a literary or artistic work, the individual, individuals, entity or entities who created the Work or if no individual or entity can be identified, the publisher; and in addition (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; (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 broadcast. (iv) In the case of cinema or movie producers, it is considered author the director of the play, however the law assumes that the commercial rights have been transferred to the producer. (v) in the case of works made for hire during their labor activities, the worker retain the moral rights related with the work, however the commercial rights are assumed to be given to the company or entity hiring them.
e. "Distribute" means to make available to the public the original and copies of the Work through sale or other transfer of ownership and to distribute Adaptations of the Work. It also includes the possibility of making available the work by a system of individualized digital transmission that allows someone of the public to obtain copies of it.

f. "Publicly Perform" means to perform public recitations of the Work and to communicate to the public those public recitations, by any means or process known or to be discovered in the future, including by wire or wireless means or public digital performances; to make available to the public Works in such a way that members of the public may access these Works from a place and at a place and time individually chosen by them; to perform the Work to the public by any means or process and the communication to the public of the performances of the Work, including by public digital performance; to broadcast and rebroadcast the Work by any means including signs, sounds or images.

g. "Reproduce" means to make copies of part of the Work or the whole work by any means including without limitation by sound or visual recordings and the right of fixation and reproducing fixations of
the Work, including storage of a protected performance or phonogram in digital form or other medium.

h. "Work" means the literary and/or artistic work offered under the terms of this License including without limitation any production in the literary, scientific and artistic domain, whatever may be the mode or form of its expression including digital form, such as a book, pamphlet and other writing; lecture, address, sermon or other work of the same nature; a dramatic or dramatic-musical work; a choreographic work or entertainment in dumb show; a musical composition with or without words; a cinematographic work to which are assimilated works expressed by a process analogous to cinematography; a work of drawing, painting, architecture, sculpture, engraving or lithography; a photographic work to which are assimilated works expressed by a process analogous to photography; a work of applied art; an illustration, map, plan, sketch or three-dimensional work relative to geography, topography, architecture or science; a performance; a broadcast; a phonogram; or a compilation of data to the extent it is protected as a copyrightable Work; or a work performed by a variety or circus performer to the extent it is not
otherwise considered a literary or artistic work.

i. "You" means an individual or entity exercising rights under this License 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 rights under this License despite a previous violation.

j. "License Elements" means the following "essential elements" or high-level license attributes as selected by Licensor and indicated in the title of this License: Attribution, Noncommercial, ShareAlike.

2. Non infringing good faith activities. 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 copyright law or other applicable laws.

3. License Grant. Subject to the terms and conditions of this License, Licensor hereby grants You a worldwide, royalty-free, non-
exclusive, perpetual (for the duration of the applicable copyright) License to exercise 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 Adaptations Works provided that any such Adaptation, 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; in the case of phonograms this license will satisfy the consent required by law to perform a Work, in the case of public performances and exhibitions this license will satisfy the requirement of the law, to prove the Authorities that the work is authorized by the author to be used under the terms specified.

d. to Distribute and Publicly Perform Adaptations;
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.

4. **Restrictions.** The licenses granted in Section 3 above are expressly made subject to and limited by the following restrictions:

a. You may Distribute or Publicly Perform the Work only under the terms of this License. You must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Work You Distribute or Publicly Perform. You 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. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work You Distribute or Publicly Perform. When you distribute or Publicly Perform the Work, You may not impose any technological measures on the Work that restrict the ability of a recipient of the Work from You to exercise their rights granted under the License. The above 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 You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by clause 4(d), as requested. If You create an Adaptation, upon notice from any Licensor You must, to the extent practicable, remove from the Adaptation any credit as required by clause 4(d), as requested. "If the work is an audiovisual work, when distributed or publicly performed, it is mandatory to mention the name of the producer, the name of the author of the musical compositions and of the line producer or script writer.

b. You may Distribute or Publicly Perform an Adaptation only under the terms of this License, a later version of this License with the same License Elements as this License, or a Creative Commons license for another jurisdiction that contains the same License Elements as this License (e.g., Attribution-NonCommercial-ShareAlike). You must include a copy of, or the URI for, this License or other license specified in the previous sentence with every copy of each Adaptation You Distribute or Publicly Perform. You may not offer or impose any terms on the Adaptation that restrict the terms of this License or the ability
of the recipient of the Adaptation to exercise of the rights granted under the License. You must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work as included in the Adaptation You Distribute or Publicly Perform. When you Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the Adaptation that restrict the ability of a recipient of the Adaptation from You to exercise their rights granted under the License. The above applies to the Adaptation as incorporated in a Collection, but this does not require the Collection apart from the Adaptation itself to be made subject to the terms of this License. It is important to notice that any removal or alteration of the information of this license is against Guatemalan Law, it is prohibited by law to remove from the work any information that identifies the work, the author, the performer, the producer, the terms and conditions of the license, and any number or code representing such information, even icons.

c. You may not exercise any of the rights granted to You 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. It is considered commercial use by Guatemalan law to deactivate or decodified any work protected with digital or other measures that not allowe to copy.

d. If you Distribute, or Publicly Perform the Work or any Adaptations or Collections, You must, unless a request has been made pursuant to clause 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or (ii) if the Original Author and/or Licensor designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for attribution (“Attribution Parties”) in Licensor’s copyright notice, terms of service or by other reasonable means, the name of such party or parties; (iii) the title of the Work if supplied; (iv) 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 clause 3(b), in the case of an Adaptation, a credit identifying the use of the Work in the Adaptation (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). Such credit under 4d(iv) above may be implemented in any reasonable manner; provided, however, that in the case of a Adaptation or Collection, at a minimum such credit will appear, if a credit for all contributing authors of the Adaptation 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, You may only use the credit required by this clause for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You 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 You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution parties.

e. For the avoidance of doubt:
(i) In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;

(ii) In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License if Your exercise of such rights is for a purpose or use which is otherwise than noncommercial as permitted under clause 4(c); and,

(iii) In the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, the Licensor reserves the right to collect royalties from any exercise by You of the rights granted under this License is for a purpose or use which is otherwise than noncommercial as permitted under clause 4(c).

f. 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 or 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, in
which any exercise of the right granted in clause 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 clause, to the fullest extent permitted by
the applicable national law, to enable You to reasonably exercise Your
right under clause 3 (b) of this License (right to make adaptations).

5. **Representations, 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 NO REPRESENTATIONS OR
WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS,
IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT
LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS
FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE
OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF
ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THIS EXCLUSION MAY NOT APPLY TO YOU.

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

7. Termination

a. This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Adaptations or Collections from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License.
b. Subject to the above terms and conditions, the License granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, 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.

8. Miscellaneous

a. Each time You Distribute or Publicly Perform the Work or a Collection in such a way as to provide the recipient with a copy of the Work (e.g., via digital streaming of the Work), the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

b. Each time You Distribute or Publicly Perform an Adaptation, in such a way as to provide the recipient with a copy of the Work (e.g., via digital streaming of the Work), Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You 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 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, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You. However, this License may be modified without mutual written agreement, provided that such modification grants
additional rights or expands the rights already granted under the terms of this License.

For the avoidance of doubt moral rights remain unaffected to the extent they are recognized and not waivable in the respective jurisdiction.

**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 You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, 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.

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.