

## Attribution - Non-Commercial - Share-Alike 3.0 Ireland

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENCE DOES NOT CREATE A SOLICITOR-CLIENT RELATIONSHIP. 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.

### Licence

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENCE ("CCPL" OR "LICENCE"). THE WORK IS PROTECTED BY COPYRIGHT, RELATED RIGHTS, DATABASE SUI GENERIS RIGHT, AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORISED UNDER THIS LICENCE OR COPYRIGHT LAW IS PROHIBITED. BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENCE. THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

This Creative Commons Ireland Public Licence enables You (all capitalised terms defined below) to view, edit, modify, translate and distribute Works worldwide, under the terms of this licence, provided that You credit the Original Author.

'The Licensor' (one or more natural or legal persons offering the Work under the terms and conditions of this Licence)

and

'You' (the Person acquiring rights under this Licence)

agree as follows:

### 1. Definitions

- (a) "Attribution" means acknowledging all the parties who have contributed to and have rights in the Work or Collective Work under this Licence.
- (b) "Collective Work" means the Work in its entirety in unmodified form along with one or more other contributions, assembled into a collective whole.
- (c) "Creative Commons Compatible License" means a license means a license that is listed at <http://creativecommons.org/compatiblelicenses> that has been approved by Creative Commons as being essentially equivalent to this Licence, including, at a minimum, because that license: (i) contains terms that have the same purpose, meaning and effect as the License Elements of this Licence; and, (ii) explicitly permits the relicensing of adaptations of works made available under that license under this Licence or a Creative Commons jurisdiction license with the same License Elements as this Licence.

[DRAFTING NOTE: Definition of "Creative Commons Compatible License": The definition will only be in the BY-SA licence ]

- (d) "Derivative Work" means any work created by the editing, modification, adaptation or translation of the Work in any media (however a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this Licence). For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving

image ("synching") will be considered a Derivative Work for the purpose of this Licence.

- (e) "Licence" means this Creative Commons Ireland Public Licence agreement.
- (f) "Licence Elements" means the following high-level licence attributes indicated in the title of this Licence: Attribution, Non-Commercial, Share-Alike.
- (g) "Original Author" means the natural or legal person or persons that created the Work.
- (h) "Performance" means a performance of any actors, singers, musicians, dancers or other persons who act, sing, deliver, declaim, play in, interpret or otherwise perform literary, dramatic, musical or artistic works or expressions of works of folklore, which is a live performance given by one or more individuals, and shall include a performance of a variety act or any similar presentation. A performance of a literary work includes a reading or recitation and a performance of a dramatic work includes a choreographic work or a work of mime. "Perform" shall be construed accordingly.
- (i) "Work" means the work protected by copyright which is offered under the terms of this Licence. For the purposes of this Licence a Work shall also be taken to mean a live performance or a database insofar as these are protected under the applicable law within Your jurisdiction.

For the purpose of this Licence, when not inconsistent with the context, words in the singular number include the plural number.

## **2. Fair Dealing Rights**

Nothing in this Licence is intended to reduce, limit, or restrict any uses or rights permitted under any applicable law, including fair use, fair dealing or any other legally recognised limitation or exception to copyright infringement.

## **3. License Grant**

Subject to the terms and conditions of this Licence, the Licensor hereby grants to You a worldwide, royalty-free, non-exclusive, Licence to exercise the rights in the Work as stated below for the duration of copyright, related right and/or database sui generis right in the Work.

- (a) to reproduce the Work;
- (b) to create one or more 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 Spanish," or a modification could indicate "The original work has been modified.";
- (c) to incorporate the Work into one or more Collective Works;
- (d) to reproduce Derivative Works or the Work as incorporated in any Collective Work;
- (e) when the Work is a database, to extract and reuse substantial parts of the database; and
- (f) to publish, distribute, archive, perform or otherwise disseminate the Work or the Work as incorporated in any Collective Work, to the public in any material form in any media whether now known or hereafter created.

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 set forth in Sections 4(e) and 4(f).

Where the licensor is the owner of the sui generis database rights under national law implementing Directive 96/9/EC on the legal protection of databases, the licensor waives these rights.

[Drafting Note: In the licenses which permit commercial use, we will include the following clause:

For the avoidance of doubt, the Licensor waives the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by You of the rights granted under this License.]

#### 4. Restrictions

The license granted in section 3 above is expressly made subject and limited by the following restrictions:

- (a) You may distribute or perform the Work only under the terms of this License. You must make reference to this Licence (by Uniform Resource Identifier (URI), spoken word or as appropriate to the media used) on all copies of the Work and Collective Works published, distributed, performed or otherwise disseminated or made available to the public by You. You may not offer or impose any terms on the use to be made of the Work, the Derivative Work or the Work as incorporated in a Collective Work that alter or restrict the terms of this Licence or the ability of a recipient of the Work to exercise the rights granted to the recipient under the terms of the License. You may not sublicense the Work. To the extent reasonably practicable, You must keep intact all notices that refer to this Licence and to the disclaimer of warranties, in particular the URI, if any, that the Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work. When you distribute, publicly display, perform, or digitally perform the Work, You must not impose any technological measures on the Work or the Work as incorporated in a Collective Work that restrict the ability of a recipient of the Work from You 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 you create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 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 Section 4(d), as requested.
- (b) You may Distribute or 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) either the Creative Commons Unported 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 Unported) ("Applicable License"). (iv) a Creative Commons Compatible License.

[DRAFTING NOTE: Item (iv) will only appear in the BY-SA licence.]

If you license the Adaptation under one of the licenses mentioned in (iv), you must comply with the terms of that license. If you license the Adaptation under the terms any of the licenses mentioned in (i), (ii) or (iii) (the "Applicable License"), you must comply with the terms of the Applicable License generally and the following provisions: You must include a copy of, or the URI for the Applicable License with every copy of each Adaptation You distribute, display or perform. You may not offer or impose any terms on the Adaptation that restrict the terms of the Applicable License or the ability of the recipient of the Adaptation to exercise the rights granted to that recipient under the terms of the Applicable License. You 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 Adaptation You Distribute or Perform. When You Distribute or Perform the Adaptation, 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 the rights granted to that recipient under the terms of the Applicable License. This Section 4(b) 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 the Applicable License.

- (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.
- (d) For the avoidance of doubt: The restrictions mentioned above (4(a) and 4(b)) do not apply to those parts of the work considered to fall within the definition of a "work" under this license exclusively because they meet the criteria of the sui generis database right under national law implementing Directive 96/9/EC on the legal protection of databases.
- (e) If You Distribute, or Perform the Work or any Adaptations or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilising:
  - (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or 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;
  - (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 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").The credit required by this Section 4(d) 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 Section 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.
- (f) For the avoidance of doubt: Voluntary License Schemes. The Licensor reserves the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by You of the rights granted under this License that is for a purpose or use which is otherwise than non-commercial as permitted under Section 4(c).
- (g) Moral rights remain unaffected to the extent they are recognised and not waivable by applicable law.

#### **Additional Provisions for third parties making use of the Work**

##### **5. Further licence from the Licensor**

Each time You publish, distribute, perform or otherwise disseminate the Work; or

any Derivative Work; or

the Work as incorporated in a Collective Work

the Licensor agrees to offer to the relevant third party making use of the Work (in any of the alternatives set out above) a licence to use the Work on the same terms and conditions as granted to You hereunder.

## **6. Further licence from You**

Each time You publish, distribute, perform or otherwise disseminate

- a Derivative Work; or
- a Derivative Work as incorporated in a Collective Work
- You agree to offer to the relevant third party making use of the Work (in either of the alternatives set out above) a licence to use the Derivative Work on any of the following premises:
- a licence on the same terms and conditions as the licence granted to You hereunder; or
- a later version of the licence granted to You hereunder; or
- any other Creative Commons licence with the same Licence Elements.

7. All rights not expressly granted by the Licensor are hereby reserved, including but not limited to, the exclusive right to collect, whether individually or via a licensing body, such as a collecting society, royalties for any use of the Work which results in commercial advantage or private monetary compensation.

## **8. Warranties and Disclaimer**

Except as required by law, the Work is licensed by the Licensor on an "as is" and "as available" basis and without any warranty of any kind, either express or implied.

## **9 Limit of Liability**

Subject to any liability which may not be excluded or limited by law the Licensor shall not be liable and hereby expressly excludes all liability for loss or damage howsoever and whenever caused to You.

## **10. Termination**

The rights granted to You under this Licence shall terminate automatically upon any breach by You of the terms of this Licence. Natural or legal persons who have received Collective Works from You under this Licence, however, will not have their Licences terminated provided such persons remain in full compliance with those Licences.

## **11. General**

11.1. The validity or enforceability of the remaining terms of this agreement is not affected by the holding of any provision of it to be invalid or unenforceable.

11.2. This Licence constitutes the entire Licence 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. The Licensor shall not be bound by any additional provisions that may appear in any communication in any form.

11.3. Except as otherwise agreed, this Licence shall be governed by the law of Ireland.

## **12. Creative Commons Notice**

12.1. Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, Creative Commons does not authorise the use by either party of the trademark "Creative Commons". Any permitted use has to be in compliance with the Creative Commons trade mark usage guidelines at the time of use of the Creative Commons trade mark. These guidelines may be found on the Creative Commons website or be otherwise available upon request from time to time. For the avoidance of doubt, this trademark restriction does not form part of the License.

12.2. Creative Commons Corporation does not profit financially from its role in providing this Licence and will not investigate the claims of any Licensor or user of the Licence.

**12.3.** One of the conditions that Creative Commons Corporation requires of the Licensor and You is an acknowledgement of its limited role and agreement by all who use the Licence that the Corporation is not responsible to anyone for the statements and actions of You or the Licensor or anyone else attempting to use or using this Licence.

**12.4.** Creative Commons Corporation is not a party to this Licence, and makes no warranty whatsoever in connection to the Work or in connection to the Licence, and in all events is not liable for any loss or damage resulting from the Licensor's or Your reliance on this Licence or on its enforceability.

**12.5.** USE OF THIS LICENCE MEANS THAT YOU AND THE LICENSOR EACH ACCEPTS THESE CONDITIONS IN SECTION 12.1, 12.2, 12.3, 12.4 AND EACH ACKNOWLEDGES CREATIVE COMMONS CORPORATION'S VERY LIMITED ROLE AS A FACILITATOR OF THE LICENCE FROM THE LICENSOR TO YOU.

Creative Commons is not a party to this Licence, 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 licence. 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, neither party will use 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.