

# The Changes for CCPL Jordan

## Legal Code

### Attribution- Non- Commercial – Share a like 3.0

**Change No.1 introduction, added “ORGANIZATION” and deleted “CORPORATION”.**

*We have included “organization” and not “corporation” since the later is only used for private and commercial firms under the Jordanian Corporate Law.*

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

**Change No.2 introduction, added “THIS INTRODUCTION CONSTITUTE AN INTEGRAL PART OF THE LICENSE”.**

*It is common to find this pharse when drafting legal documents in Arabic. It makes it clear that the introductory paragraph is part of the license to make sure that it is read as a whole docment. ,*

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**

**Change No. 3 License , added “AND/OR ANY OTHER APPLICABLE LAW” and “COPY RIGHT LAW” instead of “COPYRIGHT”.**

*We have included “Copyright Law” since copyright alone does not make the needed meaning ,and this is the way it is used under the Jordanian Copyright Law.*

*We have added “And/ Or Any Other Applicable Law” not to restrict ourselves to the Jordanian Copyright Law alone and to show that other laws are also applicable on the license.*

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

**Change No. 4 license, replaced “YOU” with “PARTIES”.**

*We have replaced the word (You) with “the parties”, since 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 PARTIES ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE.

**Change No. 5 license, replaced “You” with “LICENSEE”.**

*We have replaced the word (You) with “licensee” in the whole license since it is not common to use (You) in Arabic legal documents as it is not considered formal Arabic.*

TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT, THE LICENSOR GRANTS LICENSEE THE RIGHTS CONTAINED HERE IN CONSIDERATION OF THE LICENSEE

**Change No. 6 license, added “THAT DOES NOT CONFLICT WITH PUBLIC ORDERS”.**

*We have added the last part of the sentence to make sure that the license is valid under the Jordanian Civil Law which requires that any contract/ agreement that is not in conformity with public orders is considered invalid under the law.*

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

**Change No. 7 " Definition " a) adaptation , added "CONSIDERED AS A DERIVATIVE WORK FROM THE ORIGINAL WORK" in the end of paragraph.**

*We have restricted ourselves to the language of the Jordanian Copyright Law. We wanted to make clear that the right of adaptation must be along with the legal authorization of the original author, or the person who adopt any work based upon other work or based on pre-existing works must refer to the name of the original holder of the right in his/her work. Also, several exclusive rights are given under*

*the Jordanian Copyright Law to the author, including the right to make derivative works (works that is based upon original work as known in law).*

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 **considered as a derivative work from the original work.**

#### **Change No. 8 "Definition" b) Collection, added "COLLECTIVE WORK".**

*We replaced the word "Collection" by using "collective work" since the Jordanian Copyright Law uses the term "Collective work" rather than "Collection" alone.*

- 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,

#### **Change No. 9 "Definition" "Distribute", added "utilizing his work".**

*We have added the paragraph to reflect the language of the Jordanian Copyright 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 may deem appropriate in utilization his work**, through sale or other transfer of ownership.

#### **Change No.10 Licensor, added "NATURAL OR JURIDICAL".**

*We have used the "natural or juridical person" since the Jordanian Copyright Law gives protection to any of them, and that gives the proper legal meaning. This is in accordance with the wording of the Civil and Copyright Laws.*

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

#### **Change No.11 " Definition ", deleted "ORIGINAL AUTHOR" and replaced with "AUTHOR".**

*We have used "Author" instead of "original Author" in accordance with the language of the Jordanian Copyright Law. Also, we have used the language of the Jordanian Copyright Law in Article (4), the author who "publishes the work" attributes it to him self.*

**" Author"** means, in the case of a literary or artistic work, the individual, individuals, entity or entities who publishes the work attributed to himself whether by indicating his name on the work or by any other way, shall be considered the author unless there is proof to the contrary. 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 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,

#### **Change No. 12 " Definition ", "ORIGINAL AUTHOR", added new number (iiii)**

*We added the last sentence to make it compatible with the exact wording of the Jordanian Copyright Law under Article (35).*

(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(iiii)In case of more than one person contributed to making a single work such that the share contributed by each of them cannot be separated, they shall all be considered owners of the work with each having an equal share unless they agree to something different.

#### **Change No.13, "Definition ", "WORK" amended the types of protected work.**

*1 g) has been amended to reflect the language of the Jordanian Copyright Law. Article (3) specifies the types of protected work. We have added computer software as literary works whether in source code or object code, and the title of the work is also mentioned specifically.*

g) **"Work"** means the literary and/or artistic work offered under the terms of this License including without limitation Books, booklets or other written material. Works, which are recited orally such as lectures, speeches and sermons. Theatrical works, lyrical plays, musical plays and mime. Musical works whether

digitized or not, or accompanied with words or not. Motion picture works and audio and visual broadcast works. Works of painting, photography, sculpture, engraving, architecture and applied and ornamentation arts. Illustrative figures, maps, layouts, charts, and three-dimensional works related to geography and earth's level maps. Computer programs whether in the source language or in the machine and the title of the work

**Change No.14 "Definition ", replaced "You" with "LICENSEE".**

*Under the Civil and Copyright Laws we do not use "You" since it is a pronoun and we need to clarify the meaning.*

h) "**licensee**" 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.

**Change No. 15 'Fair Dealing Rights", replaced with " Exception to Author's Exclusive rights"**

*We have replaced the "fair dealing right" with "exception to author's exclusive rights " since Jordan adopts the European system of copyright rather the system that is available in common law jurisdictions. We also do not have any fair dealing principle in our legal system (Article- 17 of the jordanian Copyright Law ).*

**2- Exceptions 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 copyright law or other applicable laws.

**Change No. 16 , Restrictions 4.b,added "unported or another".**

*We 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").

**Change No. 17 ,Restrictions, deleted 4 e) section (i), (ii), (iii)& 4) f) and replaced with 4(e) and (f) as below.**

*We have deleted (4) e) section (i), (ii), (iii) & (4) f) since there is no collective society scheme in Jordan. A Jordanian national has the right to obtain a nonexclusive non-assignable license from the Minister of Culture. The Jordanian Copyright Law mentions that there are two sorts of rights given to the author moral and economic rights. The author could assign the economic rights, but he could not do the same with his moral rights. Moral rights in Jordan are close the European system and not those available in common law jurisdictions. Also, the licensor shall deserve in case of compulsory license a fair compensation in accordance with international standards (country of the author) in voluntary licensing schemes. The lanagauge we added in 4 (e) and (f) is in accordance with the Jordanian Copyright Law and also follows the instruction received from CC.*

**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.

**f) Moral Rights**

*Moral Rights remain unaffected to the extent they are regonized and not waivable by applicable law.*

**Change No. 18 "REPRESENTATIONS, WARRANTIES AND DISCLAIMER" deleted "REPRESENTATIONS".**

*We have deleted "representation" since it does not make any legal sense in our legal system particualry the Jordanian 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,

**Change No. 19, "WARRANTIES AND DISCLAIMER" we added "LEGAL " PRINCIPLE" and delated "EXEMPLARY DAMAGES".**

*We have added "legal principle" and deleted "legal theory" to give the proper needed legal meaning. According to the jordanian Civil Law "Exemplary Damages" are not present ,and therefore we have deleted it.*

**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 SPECIAL, 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.

**Change No. 20 -Miscellaneous, added "ADDITIONAL CLAUSES".**

*We have deleted "miscellaneous" and instead used "additional clauses" since we do not use miscellaneous when drafting legal documents in Arabic*

## **8. Additional Clauses**

**Change No. 21 Creative commons notice, deleted "SPECIAL DAMAGES".**

*We have deleted "special damages" since it is not used in the Jordanian Civil Law and there is nothing called as such in the jordanian legal system.*

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