

**Creative Commons Retranslation of the Dutch translation
Legal Code
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An 'attorney-client relationship' is not a legal concept in Dutch law.

Under Dutch law a disclaimer is subject to statutory limitations and 'to the extent permitted by law' has therefore been added.

License

The Work (as defined below) is *put at the disposal of the User* under the terms of this Creative Commons Public Licence ('CCPL' or 'License'). The Work is protected by copyright, *neighbouring rights*, *database rights* and/or other applicable law. Any use of the Work other than as authorized under this License is prohibited.

'Put at the disposal of' is used instead of 'provided' to emphasize the non-transferrable nature of the license.

The American concept of 'copyright' may also include performing rights while in Dutch law a distinction is at all times made between copyright law (referring to the creator of a work) and neighbouring rights law (referring to the performer of a work), hence the addition in the Dutch version.

Database rights are laid down in a separate statute in the Netherlands and since they, together with copyright and neighbouring rights, may be regarded as the most relevant rights in the context of this license, explicit reference is made to them wherever explicit reference is made to copyright and neighbouring rights.

- a. By exercising any rights to the work put at its disposal here, *the User* accepts and agrees to be bound by the terms of this License, *provided that (the content of) this Licence has been made sufficiently clear to the recipient beforehand*. The Licensor grants the User the rights contained here in consideration of the User's acceptance of such terms and conditions.

'The User' has been used instead of 'You' as 'You' is not commonly used in Dutch agreements to designate the other party. 'Licensee' might also be used but implies a sublicensing power which a user does not automatically have.

The mere exercise of rights to the work does not suffice under Dutch law to conclude a contract. The additional provision 'provided that the (content of the) Licence has been made sufficiently clear to the recipient beforehand' is required under Dutch law for the legal validity of the conclusion of a contract.

1. Definitions

- a. **‘Collective Work’**: a work 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. *Examples are a periodical issue, anthology or encyclopedia.* A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.

The sentence ‘examples are...’ has been split from the main sentence for reasons of clarity in the Dutch text. (as under 1 b)

- b. **‘Derivative Work’**: a work based upon the Work or upon the Work and other pre-existing works. Examples are a translation, musical arrangement, dramatization, fictionalisation, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be *recast, transformed, or adapted*, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purposes of this License.

The Dutch text uses one word for ‘recast, transformed, or adapted’ as the Dutch word encompasses all meanings of the three words used in the English text.

- c. **‘Licensor’**: *the natural and legal person* that offers the Work under the terms of this License.

Under Dutch law ‘natural and legal persons’ may both be licensors of intellectual property rights.

- d. **‘Original author’** : *the natural and legal person* that created the Work.

Under Dutch law ‘natural and legal persons’ may both be regarded as the original author of the Work.

- e. **‘Work’**: the copyrightable work of authorship *put at disposal* under the terms of this License. *A Work must also be taken to mean a phonorecord within the meaning of the Dutch Neighbouring Rights Act and a database within the meaning of the Databank Act for the purposes of this License.*

For the use of ‘put at disposal’ please refer to the first note under ‘License’ above.

The definition has been extended to include phonorecords and databases, which fall under different statutes under Dutch law. See also the second and third note under ‘License’ above.

- f. **‘User’**: *a natural or legal person* exercising the 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.

For the use of ‘User’ please refer to the first note under ‘License’ under a. above.

Under Dutch law ‘natural or legal persons’ may both be a user of a license.

2. Limitations on exclusive rights

Nothing in this License is intended to *reduce, limit, or restrict* any rights arising from *exceptions to exclusive rights, from exhaustion of rights* or other limitations on the exclusive rights of the owner under copyright law, neighbouring rights law, database law or other applicable laws.

The terms ‘reduce, limit or restrict’ have been translated by one word Dutch word encompassing all different meanings.

Dutch law has no ‘fair use’ exception but it does have some ‘exceptions to exclusive rights’.

The ‘first sale’ exception is in Dutch law known as the ‘exhaustion of rights’.

As regards the insertion of ‘database law’ please refer to the third note under the heading ‘License’.

3. License grant

Subject to the terms and conditions of this License, Licensor hereby grants the User a worldwide, royalty-free, non-exclusive License for the duration of the *applicable intellectual property rights* license to exercise the rights in the Work as stated below:

The term ‘applicable intellectual property rights’ has been used to cover both copyright and neighbouring rights which in the original American text are both covered by the term ‘copyright’ (see also the second note under the heading ‘License’) and to include database rights.

The term ‘perpetual’ has been omitted as the standard Dutch term would be incompatible with the limitation stated within brackets (for the duration of ...). The brackets have been omitted for clarity’s sake.

- a. to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;
- b. to create and reproduce Derivative Works;
- c. to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;
- d. to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission Derivative Works;

The above rights may be exercised in *all known media and formats*. 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.

Under Dutch law the transferability of future rights is doubtful and the phrase ‘all media and formats whether now known or hereafter devised’ has therefore been replaced by ‘all known media and formats’.

The Dutch phrasing of ‘media and formats’ is more extensive to cover the wide scope of the English terms.

4. Restrictions

The License granted in Section 3 above is expressly made subject to and limited by the following restrictions:

a. The User may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and the User must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work the User distributes, publicly displays, publicly performs, or publicly digitally performs. The User may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients’ exercise of the rights granted hereunder. The User may not sublicense the Work. The User must keep intact all notices that refer to this License and to the disclaimer of warranties. The User may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If the User creates a Collective Work, upon notice from any Licensor the User must, to the extent practicable, remove from the Collective Work any reference to such Licensor or the Original Author, as requested. If the User creates a Derivative Work, upon notice from any Licensor the User must, to the extent practicable, remove from the Derivative Work any reference to such Licensor or the Original Author, as requested.

b. The User may distribute, publicly display, publicly perform, or publicly digitally perform a Derivative Work only under the terms of this License, and the User must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of each Derivative Work the User distributes, publicly displays, publicly performs, or publicly digitally performs. The User may not offer or impose any terms on the Derivative Works that alter or restrict the terms of this License or the recipients’ exercise of the rights granted hereunder, and the User must keep intact all notices that refer to this License and to the disclaimer of warranties. The User may not distribute, publicly display, publicly perform, or publicly digitally perform the Derivative Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Derivative Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Derivative Work itself to be made subject to the terms of this License.

c. The User may not exercise any of the rights granted to the User 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 works *protected by intellectual property rights* 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 works *protected by intellectual property rights*.

As regards the use of ‘intellectual property rights’ instead of ‘copyrighted’ please refer to the first note under Section 3.above.

d. If the User distributes, publicly displays, publicly performs, or publicly digitally performs the Work or any Derivative Works or Collective Works, the User must keep intact all copyright notices Work and *acknowledge* the Original Author reasonable to the medium or means the User is utilizing by conveying the name (or pseudonym if applicable) of the Original Author if supplied; the title of the Work if supplied; in the case of a Derivative Work, *by referring to* the use of the Work in the Derivative Work (e.g., ‘French translation of the Work by Original Author,’ or ‘Screenplay based on original Work by Original Author’). Such acknowledgment may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such *acknowledgments* will appear where any other comparable authorship *acknowledgments* appear and in a manner at least as prominent as such other comparable *references* to the authorship.

Given that the term ‘credit’ has no direct equivalent in the Dutch language, this subsection has been paraphrased in accordance with the exact meaning of the original text.

5. Warranties and Disclaimer

Dutch law does not recognize the legal concept of representations and it has therefore been omitted in the Dutch text.

- a. By *putting the Work at public disposal* under this License, Licensor represents and warrants that, to the best of Licensor’s knowledge after reasonable inquiry:
 - i. Licensor has secured all rights in the Work necessary to grant the license rights hereunder and to permit the lawful exercise of the rights granted hereunder without the User having any obligation to pay *any royalties or any other license fees*;

‘any royalties, compulsory license fees, residuals or any other payments’ has been replaced by ‘any royalties or any other license fees’ as some statutory levies (such as, for example, reprography levies) must be paid by the user regardless of any provisions in a license agreement.

- ii. The Work does not infringe the copyright, *neighbouring rights, database rights, trademark, information rights, privacy rights, civil law rights* or any other right of any third party or constitute defamation, invasion of privacy.

As regards the insertion of neighbouring rights please refer to the second note under the heading ‘License’.

As regards the insertion of database rights please refer to the third note under the heading ‘License’.

Privacy rights have been included in the first part of the sentence for clarity’s sake in the Dutch text.

'Common law rights' has been replaced by 'civil law rights' in accordance with the Dutch legal system.

'or other tortious injury to any third party' has been omitted in the Dutch text as this is already covered under Dutch law by the reference to 'civil law rights or any other right of any third party'.

- b. Except as expressly stated in this License or otherwise agreed in writing or required by applicable law, the Work is licensed on an 'AS IS' basis, without warranties of any kind, either express or implied including, without limitation, any warranties regarding the contents or accuracy of the Work.

6. Limitation on Liability

Except to the extent required by applicable law, and except for the damages arising from liability to a third party resulting from breach of the warranties in Section 5, in no event *does the Licensor accept any liability whatsoever vis-à-vis the User* for any special, incidental or consequential damages arising out of this License or the use of the Work, even if Licensor has been advised of the possibility of such damages.

This sentence has been paraphrased as the concept of liability 'on any legal ground' is not a legal concept under Dutch law.

'Punitive or exemplary damages' cannot be awarded under Dutch civil law and they have therefore been omitted in the Dutch text.

7. Termination

- a. This License and the *ancillary rights and obligations* will terminate automatically upon any breach by the User of the terms of this License. *Natural and legal persons* who have received Derivative Works or Collective Works from the User 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.

'Rights granted' has been replaced by 'ancillary rights and obligations' in accordance with common usage in Dutch legal texts.

For the use of 'natural and legal persons' please refer to the note under Section 1.c and 1.d above.

- b. Subject to the above terms and conditions, the license put at disposal here *is valid for the duration of the applicable intellectual property rights* 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.

As regards the omission of the term ‘perpetual’ please refer to the second note under Section 3.above

For the use of ‘applicable intellectual property rights’ please refer to the first note under Section 3. above.

8. Miscellaneous

- a. Each time the User distributes or publicly digitally performs the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to the User under this License.
- b. Each time the User distributes or publicly digitally performs a D Derivative Work, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to the User under this License.
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The Dutch term ‘further agreements’ covers both understandings and agreements.

As regards the reason for omitting the term ‘representation’ please refer to the note under Section 5. above.

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Please refer to the first note under Section 6. above for the omission of ‘on any legal ground’.

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