

Creative Commons Legal Code

Attribution-NonCommercial-ShareAlike 3.0 Norway

19. Feb. 2007

0. Translator's notes, including notes about significant differences between the unported English text and the Norwegian translation are marked with a number in square brackets, followed with a note typeset in red with a pseudo-handwriting type font (such as this one).

In Norwegian copyright law, principles are established, rather than having long lists of categories or eventualities. Where possible, the listing of categories or eventualities in the unported text has been abbreviated to a reference to an established principle in Norwegian copyright law with the same meaning.

In these notes, the term "Norwegian copyright act" and the abbreviation "ÅVL" is used to refer to "Lov om opphavsrett til åndsverk m.v. (åndsverkloven)". This is the primary copyright legislation in Norway. The name of the law translates loosely into "Law regarding author's rights with respect to literary and artistic works"; as there is no word for "copyright" in Norwegian, and the Norwegian word "åndsverk" have the exact same meaning as the Bern Convention term "literary and artistic work".

About typographic conventions: There is no precedence in Norway to use initial capitals to emphasise certain words (such as those defined in section 1, or to use all-caps for disclaimers and warranties). In this Norwegian translation of the license, Norwegian typographic conventions are used.

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1. In the original English license the word "distribution" is used, while in the Norwegian version the word "use" is used. There is no intention of changing the original meaning, just to make it clearer that no attorney-client-relationship is created by the use of the license.

License

The creation (defined below) is provided under the terms of this license [2]. The creation is protected by the Norwegian copyright act and/or other applicable law [3]. Any use of the creation other than authorized under this license, by other agreement with the rights holder, or that follows from the Norwegian copyright act or its regulations, is prohibited.

By exercising any rights to the creation provided here, you accept and agree to be bound by the terms of this license. By this the licensor gives you the rights contained here provided that you accept the terms and conditions of the license. By breach of the conditions of the license, you forfeit all the rights give to you through the license [4].

2. The phrase "this Creative Commons Public License ('CCPL' or 'license')" has been replaced with "this license". This does not change the meaning, but makes the sentence more readable and less verbose. The term "public license" has no direct equivalent in the Norwegian legal system.
3. The phrase "copyright and/or other applicable law" has been replaced with "the Norwegian copyright act and/or other applicable law". The Norwegian legal system has no direct equivalent for the word "copyright" so the Norwegian text refer directly to the Norwegian copyright act ("åndsverkloven").
4. The clause that makes the license void (breach of the license terms) that is expressed in 1(h) and 7(a) is also expressed here, at it is an important aspect of the "contractual" side of the license.

1. Definitions

- a. **"Adaptation"** is a work that is derived from or builds upon another work to the extent that copyright to the adaptation depends upon the copyright to the adapted work. Examples includes translation of a text, or adaptation of a work to another literary or artistic form as for example adaptation for stage or film of a literary work, or a painting or a photographic work depicting another work. For the avoidance of doubt, in the case where the creation is a musical work, a performance or a sound recording, the synchronization ("synching") with a motion picture work shall be considered an adaptation for the purpose of this license.
 - b. **"Collection"** means a collection of literary or artistic works, or other types of creations, in which each creation is included in its entirety in unmodified form along with one or more other contributions, where each contribution constitutes a separate and independent creation in itself, which are assembled into a collective whole. A creation that constitutes a collection will not be considered an adaptation (as defined above) for the purposes of this license.
 - c. **"Distribute"** means to make copies/specimens of the creation available to the public, through sale, rental, borrowing, or other means of distribution.
 - d. **"License elements"** means the following basic license properties as selected by licensor and indicated in the title of this license [5]: Attribution, Noncommercial, ShareAlike.
5. A distinct Norwegian translation has been found for the each of the four high-level license elements: *Navngivelse* for *Attribution*, *Ikkekommersiell* for *NonCommercial*, *IngenBearbeidelse* for *NoDerivs* (not used by by-nc-sa) and *DelPåSammeVilkår* for *ShareAlike*. For the avoidance of doubt each translation is followed by the original term in English in brackets.
- e. **"Licensor"** means the individual, individuals, or those legal entity or entities that offer the creation under the terms of this license.
 - f. **"Original rights holder"** [6] means, in the case of a literary or artistic work, the individual or individuals [7] who created the work; and in addition the individual, individuals, or legal entities who created the creation and who hold neighbouring rights to the creation according to chapter 5 of the Norwegian Copyright Act.
6. The phrase "original author" has been replaced by "original rights holder". The unported text mixes author's rights and neighbouring rights by using the word "original author" so that the term covers both the creator of literary and artistic works; and performers, producers and legal entities that hold neighbouring rights.

Only the first is an original *author* according to Norwegian copyright law. See also note 8.

7. Under Norwegian copyright law, corporate authorship is not recognised and only persons (individuals) may create a literary or artistic work (åndsverk). For neighbouring rights, both natural and legal persons may hold rights.
 - g. **“Creation”** [8] means the literary or artistic work protected by the Norwegian Copyright Act that is offered under the terms of this license. In addition to literary or artistic works, as defined in § 1 of the Norwegian Copyright Act, creations that are protected by the provisions regulating neighbouring rights (other rights) as these are defined in chapter 5 of the Norwegian Copyright Act are regarded as creations for the purpose of this license. This only applies if such creations are protected by applicable law in your jurisdiction.[9]
8. The unported license text defines the word “Work” to cover both literary and artistic work-rights, and “things” that are protected by so-called neighbouring rights (i.e. performance rights, photographic image rights, broadcast rights, webcasting rights, sui generis rights). In Norwegian copyright law, literary and artistic works rights and neighbouring rights are clearly separated and only literary and artistic works are known as “works”. In Norwegian legal literature a different word (“frembringelse” - “creation”) is used to when referring to both literary and artistic works and other types of creative endeavours. To be consistent with Norwegian legal literature, we use this word to signify the object to be licensed. See also note 6.
9. All neighbouring rights are territorially limited to jurisdictions that implement this type of protection.
 - h. **“You”** means an individual or legal entity that exercises rights under this license who has not previously violated the terms of this license with respect to the creation, or who has received express permission from the licensor to exercise rights under this license despite a previous violation.
 - i. **“Publicly Perform”** means to make the creation available to the public or to perform the creation in public, including broadcasting or any other transfer over wired or wireless networks; including making available to the public the creation in such a way that members of the public may access the creation from a place and at a time chosen by that individual.
 - j. **“Reproduce”** means to make permanent or temporary copies of the creation. As reproduction is also defined transfer to a device that is capable of reproducing the work. .

2. Borrowing rights and limitations [10]

10. Terms such as “fair dealing rights” and “fair use” do not exist in Norwegian copyright law. However, chapter 2 in the Norwegian copyright act, which is known collectively as “lånereglene” (borrowing rights) covers similar ground and by referencing them directly, this connection is made explicit.

Nothing in this License is intended to reduce, limit, or restrict any legal use according to applicable laws, including the borrowing rights in the Norwegian Copyright Act chapter 2 (ÅVL §§ 11-38c).

3. License rights

Subject to the terms of this license, the licensor hereby gives you a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights stated below:

- a. to reproduce copies the creation, to incorporate the creation into one or more collections, and to reproduce copies of the creation as a part of a collection;
- b. to create and reproduce copies of adaptations of the creation, 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 creation. For example, a translation of a literary or artistic work can be marked "The original work is translated from English to Spanish," or a modification can be indicated with the mark "The original work has been modified.";
- c. to distribute and publicly perform the creation, including creations that are part of a collection; and,
- d. to distribute and publicly perform adaptations.

The above rights may be exercised in all known and future media or formats, whether now known or hereafter devised [11]. 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 that are not expressly given by licensor are hereby reserved, including but not limited to, the rights described in section 4(f). If the licensor is the owner of the sui generis database rights or similar according to the Norwegian copyright act § 43 or other law implementing the European Database Directive, the licensor waives this right [12].

11. *The Norwegian Copyright Act does not disallow transfer of rights for unknown types of use. However, the law has a clause (ÅVL § 39a) that is known as "spesialitetsprinsippet" (the principle of speciality) that says that if there is room for interpretation in an agreement concerning transfer of copyright, the interpretation should be confining rather than expanding. This means that to transfer rights for unknown formats and uses, the agreement must be very clear that such a transfer is intended by the licensor.*

12. *The final paragraph of clause 3 differs from the unported text because it has been amended as outlined in the memos "Version 3.0 CCI affiliate checklist" and "On the treatment of the sui generis database rights in version 3.0 of the Creative Commons licenses" (see also notes 8, 14 and 18).*

4. Restrictions

The license agreement that follows from section 3 above is expressly made subject to and limited by the following restrictions:

- a. You may only distribute or publicly perform the creation under the terms of this license. You must include a copy of, or a network address (URI, Uniform Resource Identifier) for, this license every time you distribute or publicly perform the creation. You may not offer or impose any terms on the creation that change or restrict the terms of this license or the recipient of the creation to exercise the rights that recipient have under the terms of the license. You may not sublicense the creation. You must make sure that all references that refer to this license and to the disclaimer is passed on unaltered when you distribute or publicly perform the creation. When you distribute or publicly perform the creation, you may not equip the creation with technological protection measures that restrict the recipient in exercising the rights that follows from this license. This section 4(a) also applies to the creation when the creation is

incorporated in a collection, but this does not require that the collection apart from the creation itself shall be made subject to the terms of this license. If you create a collection, and you receive notice from a licensor to delete a credit as required by Section 4(d), you must adhere to such a notice to the extent it is practicable. If you create an adaptation, and you receive notice from a licensor to delete a credit as required by Section 4(d), you must adhere to such a notice to the extent it is practicable.

- b. You may only distribute or publicly perform an adaptation when this takes place under: (i) the terms that follows from this license; (ii) a later version of this license with the same license Elements as this License; (iii) either the unported Creative Commons license or a Creative Commons license for another jurisdiction (either this or a later version) that contains the same license elements as this license (for example Attribution-NonCommercial-ShareAlike 3.0 US) ("applicable license"). You must include a copy of, or a network address (URI, Uniform Resource Identifier) for, applicable license every time you distribute or publicly perform the adaptation. You may not offer or impose any terms on the adaptation that change or restrict the terms of this license or the recipient of the creation to exercise the rights that recipient have under the terms of the applicable license. You must make sure that all references that refer to the applicable license and to the disclaimer is passed on unaltered when you distribute or publicly perform the creation. When you distribute or publicly perform the adaptation, you may not equip the creation with technological protection measures that restrict the recipient in exercising the rights that follows from the applicable license. This section 4(b) also applies to the adaptation when the adaptation is incorporated in a collection, but this does not require that the collection apart from the adaptation itself shall be made subject to the terms of the applicable license.
- c. You may not exercise any of the rights given you in section 3 above, in a manner that is mainly or primarily intended for or directed toward obtaining a commercial advantage [13] or in a manner directed toward private compensation in the form of money. Exchange of the creation for other copyrighted creations by means of digital file-sharing or other methods shall not be considered as a violation of this term, provided there is no payment of any other compensation in connection with the exchange of copyrighted creations.

13. The Norwegian copyright act uses the term "ikke-erhvervsmessig" (i.e. "not for trade") to refer to certain non-commercial usages. However, it may be that there is some disparity between the usages that is covered by the term "non-commercial" by Creative Commons, and the term "ikke-erhvervsmessig" in Norwegian, so we do not use that term in the non-commercial clause.

- d. If you distribute, or publicly perform the creation or adaptations of the creation, or collections incorporating the creation, you must, provided a demand for removal in accordance to section 4(a) has not been made, keep all notices concerning copyright ("Copyright Notices") for the creation intact and make sure that, taking into account the medium and the means you use: (i) names of the original rights holder (or the pseudonym requested by the original rights holder) according to proper usage, if supplied, and/or if the Original Author and/or Licensor copyright notice designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for attribution ("Attribution Parties") also names these; (ii) gives the name or title of the creation, if supplied; (iii) gives, to the extent reasonably practicable, the network address (Uniform Resource Identifier, URI), if supplied, that licensor specifies to be associated with the creation, unless the network address does not contain any copyright notice; and, (iv) consistent with section 3 (b), in the case of an adaptation, a credit identifying the use of the creation used in the adaptation (for example, "French translation of work by the original rights holder," or "Screenplay based on work by the original rights holder"). The credit required by this section 4(d) shall take place in according to proper usage, provided, however, that in the case of an adaptation or collection, a credit shall appear at equal terms least as prominent as the credits for the other comparable contributors. For the avoidance of doubt: You may only use the credit required by this section 4(d) for the purpose of attribution in the manner set out above and, by exercising your rights that follows from this license, you may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the original

rights holder, licensor and/or other named parties, without a separate, express prior written permission of the original rights holder, licensor and/or other named parties.

- e. For avoidance of doubt: The restrictions that is listed above in sections 4(a), 4(b), 4(c) and 4(d) do not apply to the parts of the creation that shall be considered to fall within the definition of "creation" for the purpose of this license exclusively because they meet the criteria of the sui generis database right under the Norwegian copyright act § 43 and the European Database Directive. [14]

14. Added as recommended in the memo "On the treatment of the sui generis database rights in version 3.0 of the Creative Commons licenses" (see also notes 8 and 12).

- f. For avoidance of doubt [15]:
 - i. **Non-waivable Compulsory License Schemes.** Licensor reserves the exclusive right to collect compensation for use ("royalties") through any statutory or compulsory licensing scheme (tvangslises) that cannot be waived, for any exercise by you of the rights given you under this License.
 - ii. **Waivable Compulsory License Schemes.** Licensor reserves the exclusive right to collect for use ("royalties") through any statutory or compulsory licensing scheme that can be waived, for any exercise by you of the rights given you under this license if your exercise of such rights is for a purpose or use which is otherwise than non-commercial as permitted under section 4(c) and otherwise waives the right to collect through such license schemes.
 - iii. **Voluntary License Schemes and blanket licenses.** Licensor reserves the right to collect for use ("royalties"), whether individually or, in through a collecting society or appointed agent that administers a extended collective license scheme (avtalelisens) including blanket licenses, created according to §§ 36-37 of the Norwegian Copyright Act (or the equivalent in other jurisdictions), from any exercise by you of the rights given you under this License that is for a purpose or use which is otherwise than non-commercial as permitted under section 4(c).

15. Section 4(f) has been rewritten to account for Nordic Style extended licenses ("avtalelisens" according to ÅVL §§ 36-37) that allow some "representative" organization approved by the Government to collect for, and issue blanket licenses that are binding for non-members. The text has been revised to make sure that the use of a CC NC-license does not cut off the Licensor from any royalties collected on his behalf for non-commercial use of the Work.

Paragraphs (i) and (ii) deals with compulsory licenses ("tvangslisens", ÅVL §§ 13a, 17a, that covers uses of works in public examinations and for use by the disabled).

Paragraph (iii) covers the general case where a work is used under a voluntary license scheme ("avtalelisens") as well as certain blanket licenses that Kopinor and TONO issues and which let them collect on behalf of Works created by non-members as well as members.

- g. Except for uses that are limited in type and extent, the creation shall not be made available to the public in a manner or in a context that is prejudicial to the author's literary, scientific or artistic reputation or individuality, or the work's reputation or individuality. For the avoidance of doubt: Moral rights remain unaffected by the present license. [16]

16. The moral rights clause reiterates the Norwegian Copyright act's position on moral rights and also states that the original author's moral rights is not affected by the

license. As Norwegian copyright law do not allow the original author to waive moral rights, there are no provisions for waivers or other types of agreement.

5. Warranties and Disclaimer [17]

17. The text has been abridged. The changes are meant to reflect Norwegian terminology in relation to warranties, disclaimers and limitations of liability. Warranties and disclaimers are in Norwegian licenses presented in general terms and are not described in detail. All of the specific terms used in the original English version are covered in the Norwegian version.

Unless otherwise mutually agreed to by the parties in, licensor offers the creation as-is and makes no warranties of any kind, express or implied, about quality, fitness, noninfringement, accuracy, the absence of latent or visible defects or errors. Some jurisdictions do not allow the exclusion of implied warranties. In that case, this does not apply to you.

6. Limitation of Liability. [17]

Except to the extent required by applicable law, in no event will licensor be liable to you for any damage arising out of this license or the use of the creation, even if licensor is advised of the possibility of such damage.

7. Termination

- a. This license and the rights that follow from it will terminate automatically upon any breach by you of the terms of this license. Individuals or legal entities, who have received adaptations or collections from you under this license, will not, however, have their licenses terminated provided such individuals or legal 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 given here is perpetual (for the duration of the applicable copyright). Notwithstanding the above, licensor reserves the right to release the creation under different license terms or to stop distributing the creation at any time. However any such election will not serve to withdraw this license (or any other license that has been, or is required to be, given 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 perform the creation or a collection in public, the licensor offers to the recipient a license to the creation on the same terms and conditions as the license given to you.
- b. Each time you distribute or publicly perform an adaptation, the licensor offers to the recipient a license to the original creation on the same terms and conditions as the license given to you.
- c. If any of the provisions in the license are invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of the license, and without further action by the parties to this agreement, such a provision shall be altered to the minimum extent necessary to make such provision valid and enforceable.
- d. A party shall not be deemed to have waived any provision, or to have permitted breach to any term in this license, unless this has been done in writing and signed by that party.
- e. This license constitutes the entire agreement between the parties with respect to the creation licensed here. There exist no understandings, agreements or representations with respect to

the creation. Licensor shall not be bound by any additional provisions that may appear in any communication from you. This license may not be modified without a mutual written agreement between the licensor and you.

- f. The rights you receive through this license, and the subject matter referenced by the license, is drafted using the terminology "Lov om opphavsrett til åndsverk m.v. (åndsverkloven)", which in other places in this license is references by its abbreviated name "åndsverkloven". [18].

18. A specific reference to "åndsverkloven", which is the primary copyright legislation in Norway, has been added so that we can refer to it when appropriate. Note that while the unported English text refers to the Berne and Rome Conventions, etc. These references have been deleted as requested in the document "Version 3.0 CCi affiliate checklist".

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