

**CREATIVE COMMONS LICENSE - VERSION 3.0 – VIETNAM**

The general approach of the country Legal Project Team is two-fold: a) to modify the generic Creative Commons License to be compliant with the Vietnamese laws and ii) to keep changes to the minimum to maintain as much consistency between the country-specific license and the generic licenses.

<b>BY-NC-SA Original version</b>	<b>BY-NC-SA ported version</b>	<b>Commentary to changes</b>
<p>CREATIVE COMMONS <del>CORPORATION</del> IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE <del>AN ATTORNEY-CLIENT RELATIONSHIP</del>. 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.</p>	<p>CREATIVE COMMONS <b>ORGANIZATION</b> IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE <b>A LEGAL RELATIONSHIP BETWEEN AN ATTORNEY AND A CLIENT</b>. 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.</p>	<p>Replaced “Corporation” by “Organization” as “Corporation” in Vietnamese means a business institution that works for it owns profit, whereas “Organization” has a broader definition, including both profit and non-profit organizations.</p> <p>Replaced the “Attorney-Client Relationship” term which is not familiar in Vietnam by “a Legal Relationship between an Attorney and a client”.</p>
<p><i>License</i></p> <p>THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF <del>THIS CREATIVE COMMONS PUBLIC LICENSE (“CCPL” OR “LICENSE”)</del>. THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.</p>	<p><i>License</i></p> <p>THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS AND CONDITIONS OF <b>THIS LICENSE</b>. THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.</p>	<p>To make it clear and avoid confusion, we suggest deleting the term “this Creative Commons public license” and replace by “this license”.</p>

<p>BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. <del>TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT,</del> THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.</p>	<p>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 ACCEPTANCE OF SUCH TERMS AND CONDITIONS.</p>	<p>In Vietnam, a copyright license must be written in a form of a contract, thus, a copyright license is considered a contract. As per our discussion, we further suggested deleting “this license may be considered to be a contract” to make it simple to understand and avoid any possibility of confusion as to the nature of the licence.</p>
<p><b>1.Definitions</b></p> <p>a. <del>"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.</del></p>	<p><b>1.Definitions</b></p> <p>a. <b>"Derivative Work"</b> means a work based upon the Work such as a translation, adaptation, alteration, or any other form in which the Work may be modified, transformed, compiled, annotated or collected. For the avoidance of doubt, where the Work is a musical work, performance or phonogram, the synchronization of the work in time relation with a moving image ("synching") will be considered a derivative work for the purpose of this license.</p>	<p>Replaced “Adaptation” by “Derivative Work” and re-worded the definition in a manner that is in conformity with the definition provided for in Article 4.8 of Vietnam IP Law.</p> <p>The suggested sentence has been added in accordance with our discussion.</p>
<p>b. <b>"Collection"</b> means a collection of literary or artistic works, such as encyclopedias and</p>	<p>b. <b>"Collection"</b> means a collection of literary or artistic works such as encyclopedias and</p>	<p><b>Under the current copyright law of Vietnam, a work that constitutes a</b></p>

<p>anthologies, <del>or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(f) below,</del> which, by reason of the selection and arrangement of their contents, constitute intellectual creations, in which the Work is included in its entirety in unmodified form along with one or more other contributions, each constituting separate and independent works in themselves, which together are assembled into a collective whole. A work that constitutes a Collection will not be considered an Adaptation (as defined above) for the purposes of this License.</p>	<p>anthologies <b>which, by reason of the selection and arrangement of their contents, constitute intellectual creations shall be protected as such, without prejudice to the copyright in each of the works forming part of such collections. A work that constitutes a Collection will not be considered an Adaptation for the purposes of this License.</b></p>	<p>Collection is considered a Derivative Work, which is protected as a copyrightable work. As there no definition or explanation of Collection is provided for in the Vietnamese law, thus, we suggest making the relevant change in accordance with Article 2.5 of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979 to which Vietnam is a party.</p>
<p>c. <b>"Distribute"</b> means to make available to the public the original and copies of the Work or <del>Adaptation</del>, as appropriate, through sale or other transfer of ownership.</p>	<p>c. <b>"Distribute"</b> means to make available to the public the original and copies of the Work or the <b>Derivative Work</b>, as appropriate, through sale or other transfer of ownership.</p>	<p>Replaced "Adaptation" by "Derivative Work" for the reason discussed above.</p>
<p>d. <b>"License Elements"</b> means the following high-level license attributes as selected by Licensor and indicated in the title of this License: Attribution, Noncommercial, Share Alike.</p>	<p>d. <b>"License Elements"</b> means the following high-level license attributes as selected by Licensor and indicated in the title of this License: Attribution, Noncommercial, ShareAlike.</p>	
<p>e. <b>"Licensor"</b> means the individual, individuals, <del>entity or entities</del> that offer(s) the Work under the terms of this License.</p>	<p>e. <b>"Licensor"</b> means the individual(s) or <b>organization(s)</b> that offer(s) the Work under the terms of this License</p>	<p>We suggest replacing "entity" by "organization" as "entity" has no direct equivalent in Vietnamese.</p>
<p>f. <b>"Original Author"</b> means, in the case of a literary or artistic work, the individual, individuals, <del>entity or entities</del> who created the Work or <del>if no individual or entity can be</del></p>	<p>f. <b>"Author"</b> means <b>the individual or individuals who directly created a part or a whole of literary, artistic, or scientific works.</b></p>	<p>There is no doctrine of "Original Author" in Vietnam. We suggest deleting "Original" from the "Original Author" as expressed in the generic</p>

<p><del>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, (iii) in the case of broadcasts, the organization that transmits the broadcast.</del></p>	<p><b>“Related Rights Holder” means</b> (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 organization who first fixes the sounds of a performance or other sounds; and, (iii) in the case of broadcasts, the organization that transmits the broadcast.</p>	<p>license.</p> <p>We also suggest separating this definition of “Original Author” into two categories, particularly “Author” and “Related Rights Holder” to make it in conformity with the Vietnamese laws.</p> <p>Under Article 8.1 of Government Decree 100 providing detailed guidelines on the implementation of IP Law in respect of copyrights and related rights (Decree 100), only individual(s) who directly created a part of a whole of literary, artistic or scientific works is/are qualified as author(s). Individual or organization who assist and contribute their ideas or provide materials for others to create works are not qualified as authors.</p> <p>Under Article 44 of Vietnam IP Law, individuals or organizations that use their own time, finance and other material facilities to make a performance, phonogram or broadcast shall be recognized “Related Rights Holder”, unless otherwise agreed with related parties.</p>
<p>g. <b>"Work"</b> <del>means the literary and/or artistic work offered under the terms of this License including without limitation any production in the literary,</del></p>	<p>g. <b>"Work"</b> means any creative production in the literary, artistic and scientific domain, whatever may be the mode or form of its expression such</p>	<p>We suggest reforming this definition of <b>"Work"</b> in a manner that is in conformity with Article 4.7 and</p>

<p>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; a lecture, address, sermon or other work of the same nature; a dramatic or dramatico-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; 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.</p>	<p>as literary and scientific works, textbooks, teaching materials, and other works expressed in forms of letters or other writing characters; lectures, presentations and other speeches; journalistic works; musical works; dramatic works; cinematographic works and works created by similar methods (hereinafter referred to as cinematographic works); fine art works and applied art works; photographic works; architectural works; graphics, sketches, maps, drawings relevant to topography and scientific works; folk artistic and literary works; computer programs and compilations of data. For the purposes of this License a Work should also be taken to mean a performance, a phonogram, or a broadcasting programme insofar as such performance, phonogram and broadcasting programme is protected under the applicable law within the User's jurisdiction.</p>	<p>Article 14 of Vietnam IP Law.</p> <p>The clarification regarding related rights has been added in accordance with our discussion.</p>
<p>h. <b>"You"</b> 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.</p>	<p>h. <b>"You"</b> means an individual or organization 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.</p>	
<p>i. <b>"Publicly Perform"</b> means to perform public</p>	<p>i. <b>"Publicly Perform"</b> means to perform the</p>	<p>We suggest reforming this definition</p>

<p><del>recitations of the Work and to communicate to the public those public recitations, by any means or process, 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 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.</del></p>	<p>Work to the public either directly or through phonogram or video recordings or with whatever technical devices accessible by the public.</p>	<p>in a manner that is in conformity with Article 23.1 of Decree 100.</p>
<p>j.</p>	<p>j. <b>"Publicly Transmit"</b> means to disseminate the Work or its copies to the public by wire or wireless, electronic networks or any technical means in such a way that members of the public may access these Works from a place and at a place individually chosen by them”.</p>	<p>Under the current law of Vietnam, economic rights include among other rights, the right to perform the Work before the public (Publicly Perform) which is separated from the right to disseminate the Work to the public (Publicly Transmit). Accordingly, we suggest adding the definition of "Publicly Transmit" which is defined in Article 23.4 of Decree 100 in order to cover all kinds to communicate the Work to the Public.</p>
<p>k. <b>"Reproduce"</b> means to make copies of the 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 electronic medium.</p>	<p>k. <b>"Reproduce"</b> means to make one or many copies of the Work in whatever mode or form, including the permanent or temporary electronic storage of the Work.</p>	<p>We suggest reforming this definition in a manner that is in conformity with Article 23.2 of Decree 100.</p>

<p><b>2. <del>Fair Dealing Rights</del>.</b> 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.</p>	<p><b>2. Fair Uses.</b> 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.</p>	<p>Replaced “Fair Dealing Rights” by “Fair Uses” to make it to be compliant with Articles 25, 26 of Vietnam IP Law, which expressly provides that an individual or organization may use a published copyright work for "non-commercial purposes" without the permission of the author and without paying royalties provided such use does not adversely affect the normal exploitation of the work and does not cause any detriment to the author's enjoyment of copyright in the work. The author's name and the origin of the work must, however, be mentioned.</p> <p>"Non-commercial purposes" are defined to include the following acts:</p> <ul style="list-style-type: none"><li>• copying a work for private use;</li><li>• extracting a work without falsifying the intent of the author for the purposes of comment or illustration;</li><li>• write a paper or for use in a periodical, broadcast, television program or documentary film;</li><li>• extracting a work without falsifying the intent of the author, for teaching or examination;</li><li>• copying a work for archives and use in libraries;</li><li>• translating and disseminating a</li></ul>
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		<p>work from Vietnamese into an ethnic minority language and vice versa;</p> <ul style="list-style-type: none"> <li>• performing a theatrical work or another type of artistic performance in cultural or propaganda activities at public places;</li> <li>• performing a theatrical work or another type of artistic performance in cultural or propaganda activities at public places;</li> <li>• making a direct audio, visual recording of a performance for reporting the news or teaching;</li> <li>• recording of a performance for reporting the news or teaching;</li> <li>• taking photographs or televising a work of fine-art, architecture, photograph, or a work of applied fine-art for public display; and</li> <li>• transforming a work into Braille for the blind.</li> </ul> <p>However, such acts as copying architectural works, fine-art works and computer software shall are not considered to be used for non-commercial purposes.</p>
<p><b>3. License Grant.</b> Subject to the terms and conditions of this License, Licensor hereby grants You a worldwide, royalty-free, non-exclusive,</p>	<p><b>3. License Grant.</b> Subject to the terms and conditions of this License, Licensor hereby grants You a worldwide, royalty-free, non-exclusive,</p>	



<p>perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:</p> <p>a. to Reproduce the Work, to incorporate the Work into one or more Collections, and to Reproduce the Work as incorporated in the Collections;</p>	<p>perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:</p> <p>a. to Reproduce the Work, to incorporate the Work into one or more Collections, and to Reproduce the Work as incorporated in the Collections;</p>	
<p>b. to create and Reproduce <del>Adaptations</del> provided that any such <del>Adaptation</del>, 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 <del>Spanish</del>," or a modification could indicate "The original work has been modified.";</p>	<p>b. to create and Reproduce <b>Derivative Works</b> provided that any such <b>Derivative Work</b>, 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 <b>Vietnamese</b>," or a modification could indicate "The original work has been modified"</p>	<p>We suggest replacing “Spanish’ by “Vietnamese” to make it more Vietnamized.</p>
<p>c. to Distribute and Publicly Perform the Work including as incorporated in Collections; and,</p>	<p>c. to Distribute, Publicly Perform and <b>Publicly Transmit</b> the Work including as incorporated in Collections; and,</p>	<p><b>Publicly Transmit</b> is added for the reason mentioned in Item 1.j above.</p>
<p>d. to Distribute and Publicly Perform <del>Adaptations</del>.</p>	<p>d. to Distribute, Publicly Perform, and <b>Publicly Transmit Derivative Works</b>.</p>	
<p>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. <del>Subject to Section 8(f)</del>, all rights not expressly granted by</p>	<p>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</p>	<p>We deleted “subject to Section 8(f)” as it is no longer appropriate as explained</p>

<p>Licensor are hereby reserved.</p>	<p>reserved.</p>	<p>in Section 8.f. below.</p>
<p><b>4. Restrictions.</b> The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:</p> <p>a. You may Distribute or Publicly Perform the Work only under the terms of this License.</p> <p>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.</p> <p>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.</p> <p>You may not sublicense the Work.</p> <p>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.</p> <p>When You Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the 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.</p>	<p><b>4. Restrictions.</b> The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:</p> <p>a. You may Distribute or Publicly Perform or <b>Publicly Transmit</b> the Work only under the terms of this License.</p> <p>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 or <b>Publicly Transmit</b>.</p> <p>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.</p> <p>You may not sublicense the Work.</p> <p>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 or <b>Publicly Transmit</b>.</p> <p>When You Distribute or Publicly Perform or <b>Publicly Transmit</b> the Work, You may not impose any effective technological measures on the 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</p>	

<p>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.</p> <p><del>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.</del></p> <p>If You create an <del>Adaptation</del>, upon notice from any Licensor You must, to the extent practicable, remove from the <del>Adaptation</del> any <del>credit</del> as required by Section 4(d), as requested.</p>	<p>License.</p> <p>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.</p> <p>If You create an <b>Derivative Work</b>, upon notice from any Licensor You must, to the extent practicable, remove from the <b>Derivative Work</b> any <b>reference</b> as required by Section 4(d), as requested.</p>	<p>We suggest deleting this phrase as it is redundant. “Derivative Work” that replaced “Adaptation” includes Collection under the Vietnam laws.</p> <p>As the term “credit” has no direct equivalent in Vietnamese, we suggest replacing it by the exact meaning of the original text i.e. reference.</p>
<p>b. You may Distribute or Publicly Perform an <del>Adaptation</del> only under: (i) the terms of this License; (ii) a later version of this License with the same License Elements as this License; (iii) 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 US) (“Applicable License”).</p> <p>You must include a copy of, or the URI, for Applicable License with every copy of each <del>Adaptation</del> You Distribute or Publicly Perform.</p>	<p>b. You may distribute, publicly display, publicly perform, or make available online a <b>Derivative Work</b> only under (i) the terms of this License; (ii) a later version of this License with the same License Elements; (iii) the (Unported) Creative Commons license or a Creative Commons jurisdiction license with the same License Elements (e.g. an Attribution-Noncommercial-ShareAlike License 3.0 (US)) (“Applicable License”).</p> <p>You must include a copy of, or the URI, for Applicable License with every copy of each <b>Derivative Work</b> You Distribute or Publicly Perform or Publicly Transmit.</p>	<p>Share Alike section has been added.</p> <p>Replaced “Adaptation” by “Derivative Work” for the reason discussed above.</p>

<p>You may not offer or impose any terms on the <del>Adaptation</del> that restrict the terms of the Applicable License or the ability of the recipient of the <del>Adaptation</del> to exercise the rights granted to that recipient under the terms of the Applicable License.</p> <p>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 <del>Adaptation</del> You Distribute or Publicly Perform.</p> <p>When You Distribute or Publicly Perform the <del>Adaptation</del>, You may not impose any effective technological measures on the <del>Adaptation</del> that restrict the ability of a recipient of the <del>Adaptation</del> from You to exercise the rights granted to that recipient under the terms of the Applicable License.</p> <p>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.</p>	<p>You may not offer or impose any terms on the <b>Derivative Work</b> that restrict the terms of the Applicable License or the ability of the recipient of the <b>Derivative Work</b> to exercise the rights granted to that recipient under the terms of the Applicable License.</p> <p>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 <b>Derivative Work</b> You Distribute or Publicly Perform or Publicly Transmit.</p> <p>When You Distribute or Publicly Perform or Publicly Transmit the <b>Derivative Work</b>, You may not impose any effective technological measures on the <b>Derivative Work</b> that restrict the ability of a recipient of the <b>Derivative Work</b> from You to exercise the rights granted to that recipient under the terms of the Applicable License.</p> <p><b>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.</b></p>	
<p>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</p>	<p>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</p>	<p><b>Non Commercial section has been added.</b></p>

<p>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.</p>	<p>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.</p>	
<p>d. If You Distribute, or Publicly Perform the Work or any <del>Adaptations or Collections</del>, 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 utilizing: (i) the name of the <del>Original</del> Author (or pseudonym, if applicable) if supplied, and/or if the <del>Original</del> 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 <del>Adaptation</del>, a credit identifying the use of the Work in the <del>Adaptation</del> (e.g., "<del>French</del> translation of the Work by <del>Original</del> Author," or "Screenplay based on original Work by <del>Original</del> Author").</p>	<p>d. If You Distribute, or Publicly Perform or <b>Publicly Transmit</b> the Work or any <b>Derivative Work</b>, 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 utilizing: (i) the name of the Author/<b>Related Rights Holder</b> (or pseudonym, if applicable) if supplied, and/or if the Author/ <b>Related Rights Holder</b> 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 a <b>Derivative Work</b>, a reference identifying the use of the Work in the <b>Derivative Work</b> (e.g., "<b>Vietnamese</b> translation of the Work by Author," or "Screenplay based on original Work by Author").</p>	<p>The term “Related Rights Holder” is added next to the term “Author” in conformity with the Item 1.f above</p> <p>We suggest replacing “French’ by “Vietnamese” to make it more Vietnamized.</p>

<p>The <del>credit</del> required by this Section 4 (b) may be implemented in any reasonable manner; provided, however, that in the case of a <del>Adaptation or Collection</del>, at a minimum such <del>credit</del> will appear, if a <del>credit</del> for all contributing authors of the <del>Adaptation or Collection</del> appears, then as part of these credits and in a manner at least as prominent as the <del>credits</del> for the other contributing authors.</p> <p>For the avoidance of doubt, You may only use the <del>credit</del> 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 <del>Original</del> 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 <del>Original</del> Author, Licensor and/or Attribution Parties.</p>	<p>The <b>reference</b> required by this Section 4 (b) may be implemented in any reasonable manner; provided, however, that in the case of a <b>Derivative Work</b>, at a minimum such <b>reference</b> will appear, if a <b>reference</b> for all contributing authors of the <b>Derivative Work</b> appears, then as part of these <b>references</b> and in a manner at least as prominent as the <b>references</b> for the other contributing authors.</p> <p>For the avoidance of doubt, You may only use the <b>reference</b> 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 Author/<b>Related Rights Holder</b> , Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Author/<b>Related Rights Holder</b>, Licensor and/or Attribution Parties.</p>	
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