

Creative Commons Licences Frequently Asked Questions

Please note that Creative Commons does not provide legal advice, so while this FAQ is designed to be helpful in raising awareness about the use of our licences, it is by nature not a complete discussion nor a substitute for legal advice. It may not cover important issues that affect you and, depending on your situation, you may wish to consult with a lawyer.

Licence Information

This work is licensed under the Creative Commons Attribution 2.5 Licence.
To view a copy of this licence, visit (a) <http://creativecommons.org/licenses/by/2.5/>;
or, (b) send a letter to Creative Commons, 543 Howard Street, 5th Floor,
San Francisco, California, 94105, USA.

(for further information on this licence, see last page)

Table of contents

I Questions for people thinking about applying a Creative Commons licence to their work

- I.1 How do I apply a Creative Commons® licence to my work?
- I.2 Can I apply a Creative Commons licence to an offline work?
- I.3 How does a Creative Commons licence operate?
- I.4 What things should I think about before I apply a Creative Commons licence to my work?
- I.5 Which Creative Commons licence should I choose?
- I.6 What if I change my mind?
- I.7 Do I need to sign something or register to obtain a Creative Commons licence?
- I.8 What is the Commons Deed? What is the legal code?
 - What does the html/metadata do?
- I.9 I am in a band; can I use Creative Commons licences but still collect statutory royalties such as under statutory licences for public performances?
- I.10 I am a member of a collecting society, can I use Creative Commons licences?
- I.11 Can I still make money from a work I make available under a Creative Commons licence?
- I.12 Do I need to register my copyright?
- I.13 How do I register my copyright?
- I.14 Is applying a Creative Commons licence to my work the same or an alternative to registering the copyright to my work?
- I.15 Do I need to register my copyright in order to use a Creative Commons licence?
- I.16 Do I need a copyright notice to protect my work?
- I.17 Do Creative Commons licences affect fair use, fair dealing or other exceptions to copyright?
- I.18 Can I use a Creative Commons licence for software?
- I.19 Should I use Creative Commons licences for software documentation?
- I.20 What happens when a copyright owner says her work is governed by two different Creative Commons licences?
- I.21 Are Creative Commons licences enforceable in a court of law?
- I.22 Will Creative Commons help me enforce my licence?
- I.23 What happens if someone misuses my Creative Commons-licensed work?
- I.24 I don't like the way a person has used my work in a derivative work or included it in a collective work; what can I do?

2 Questions for people thinking about using a Creative Commons-licensed work

- 2.1 Will Creative Commons give me permission to use a work?
- 2.2 Does Creative Commons determine what content is released under its licences?
- 2.3 What are the terms of a Creative Commons licence?
- 2.4 So “NonCommercial” means that the work cannot be used commercially?
- 2.5 What does the Creative Commons “Some Rights Reserved” button mean?
What does a Creative Commons licence do?
- 2.6 What happens if I want to make a different use of the work?
- 2.7 So I don’t have to pay to use Creative Commons-licensed works if I comply with the licence terms?
- 2.8 How do I use a Creative Commons-licensed work?
- 2.9 Does using a Creative Commons-licensed work give me all the rights I need?
- 2.10 How do I properly attribute a Creative Commons licensed work?
- 2.11 What is a derivative work?
- 2.12 If I use a Creative Commons-licensed work with other works, do I have to
Creative Commons licence everything else as well?
- 2.13 Can I combine two different Creative Commons licensed works? Can I
combine a Creative Commons licensed work with another non-CC licensed work?
- 2.14 I used part of a Creative Commons-licensed work, which Creative Commons
licence can I relicence my work under?

3 Technical Questions

- 3.1 I want to give users of my site the option to choose Creative Commons licensing;
how do I do that?
- 3.2 Why did Creative Commons choose to use the RDF format for its metadata?
- 3.3 How can I use Creative Commons metadata in my program?
- 3.4 I'd prefer to use a PNG image instead of a GIF image or vice versa.
What should I do?

4 Questions about using Creative Commons’ logo

- 4.1 Where can I get a high resolution version of the Creative Commons logos?
- 4.2 I want to print out some t-shirts & stickers with Creative Commons logos;
how do I go about doing this?
- 4.3 I want to incorporate the Creative Commons logos into my site or work, can I?
- 4.4 Can I change the Creative Commons logos so that they look better on my
site or with my work?

5 About Creative Commons

- 5.1 Is Creative Commons against copyright?
- 5.2 Is Creative Commons building a database of licenced content?
- 5.3 Will works that use Creative Commons licences be in the "public domain"?
- 5.4 What is Creative Commons?
- 5.5 Who started Creative Commons?
- 5.6 What problem does Creative Commons intend to solve?
- 5.7 Does it cost me anything to use the Creative Commons licences & tools?
- 5.8 Who funds Creative Commons?
- 5.9 Whom does Creative Commons serve or represent?
- 5.10 Where is Creative Commons based?
- 5.11 Does Creative Commons host or own any content?
- 5.12 Is Creative Commons involved in digital rights management (DRM)?
- 5.13 What happens if someone tries to protect a CC-licenced work with digital rights management (DRM) tools?
- 5.14 I love what Creative Commons does. How can I help?

Questions and Answers

I Questions for people thinking about applying a Creative Commons licence to their work

1.1 How do I apply a Creative Commons® licence to my work?

For online works, you apply a Creative Commons licence to a work by selecting the licence that suits your preferences. Once you have selected your licence, and if you are applying it to an online work, follow the instructions to include the html code in your work. This code will automatically generate the “Some Rights Reserved” button and a statement that your work is licensed under a Creative Commons licence, or a “No Rights Reserved” button if you choose to dedicate your work to the public domain. The button is designed to act as a notice to people who come in contact with your work that your work is licensed under the applicable Creative Commons licence. The html code will also include the metadata that enables your work to be found via Creative Commons-enabled search engines.

1.2 Can I apply a Creative Commons licence to an offline work?

Yes. For offline works, you should identify which Creative Commons licence you wish to apply to your work and then mark your work either: (a) with a statement such as “This work is licensed under the Creative Commons [insert description] Licence. To view a copy of this licence, visit [insert url]; or, (b) send a letter to Creative Commons, 543 Howard Street, 5th Floor, San Francisco, California, 94105, USA.” or insert the applicable licence buttons with the same statement and URL link.

The only difference between applying a Creative Commons licence to an offline work and applying it to an online work is that offline works will not include the metadata and, consequently, will not be identified via Creative Commons-customized search engines.

1.3 How does a Creative Commons licence operate?

A Creative Commons licence is based on copyright. So they apply to all works that are protected by copyright law. The kinds of works that are protected by copyright law are books, websites, blogs, photographs, films, videos, songs and other audio & visual recordings, for example. Software programs are also protected by copyright but, as explained below, we do not recommend that you apply a Creative Commons licence to software code.

Creative Commons licences give you the ability to dictate how others may exercise your copyright rights—such as the right of others to copy your work, make derivative works or adaptations of your work, to distribute your work and/or make money from your work. They do not give you the ability to restrict anything that is otherwise permitted by exceptions or limitations to copyright—including, importantly, fair use or fair dealing—nor do they give you the ability to control anything is not protected by copyright law, such as facts and ideas.

Creative Commons licences attach to the work and authorise everyone who comes in contact with the work to use it consistent with the licence. This means that if Bob has a copy of your Creative Commons-licensed work, Bob can give a copy to Carol and Carol will be authorised to use the work consistent with the Creative Commons licence. You then have a licence agreement separately with both Bob and Carol.

Creative Commons licences are expressed in three different formats: the Commons Deed (human-readable code), the Legal Code (lawyer-readable code); and the metadata (machine readable code). You don't need to sign anything to get a Creative Commons licence—just select your licence at our 'Publish' page.

One final thing you should understand about Creative Commons licences is that they are all non-exclusive. This means that you can permit the general public to use your work under a Creative Commons licence and then enter into a separate and different non-exclusive licence with someone else, for example, in exchange for money.

1.4 What things should I think about before I apply a Creative Commons licence to my work?

We have set out some things that you should think about before you apply a Creative Commons licence to your work at this page:

<http://creativecommons.org/about/think>

1.5 Which Creative Commons licence should I choose?

You should choose the licence that meets your preferences. The licence is a statement as to what others may do with your work, so you should select a licence that matches what you are happy for others to do with your work. You can find an overview of the Creative Commons licences here:

<http://creativecommons.org/license/meet-the-licenses>.

You can find out information about how our licences have been applied by other people to text, audio, images, video and educational works. Please visit <http://www.creativecommons.org> for further info.

You can also participate in our email discussion lists and/or review the discussion archives to see if our community is able to respond to your questions and concerns and/or has already addressed them.

Finally, you can also consult with a lawyer to obtain advice on the best licence for your needs. For information about how you may be able to locate a suitably qualified lawyer, please refer to Question 1.22.

1.6 What if I change my mind?

Creative Commons licences are non-revocable. This means that you cannot stop someone, who has obtained your work under a Creative Commons licence, from using the work according to that licence. You can stop distributing your work under a Creative Commons licence at any time you wish; but this will not withdraw any copies of your work that already exist under a Creative Commons licence from circulation, be they verbatim copies, copies included in collective works and/or adaptations of your work. So you need to think carefully when choosing a Creative Commons licence to make sure that you are happy for people to be using your work consistent with the terms of the licence, even if you later stop distributing your work.

1.7 Do I need to sign something or register to obtain a Creative Commons licence?

No. Creative Commons licences are designed to be applied to your work and to be binding upon people who use your work based on their notice of the Creative Commons “Some Rights Reserved” (or “No Rights Reserved” in the case of the public domain dedication) button and the statement that the work is Creative Commons-licensed.

We do not keep track of or a register of which creative works have been licensed under a Creative Commons licence. We make the licences, code and tools available for you to use or not as you wish.

1.8 What is the Commons Deed? What is the legal code? What does the html/metadata do?

Creative Commons licences are expressed in three different formats: the Commons Deed (human-readable code), the Legal Code (lawyer-readable code); and the metadata (machine readable code).

The Commons Deed is a summary of the key terms of the actual licence (which is the Legal Code)—basically, what others can and cannot do with the work. Think of it as the user-friendly interface to the Legal Code beneath. This Deed itself has no legal value, and its contents do not appear in the actual licence.

The Legal Code is the actual licence; a document designed to be enforced in a court of law.

The metadata describes the key licence elements that apply to a piece of content to enable discovery through customised search engines.

1.9 I am in a band; can I use Creative Commons licences but still collect statutory royalties such as under statutory licences for public performances?

Yes, so long as you choose a “NonCommercial” licence option (ie. Attribution-NonCommercial, Attribution-NonCommercial-ShareAlike or Attribution-NonCommercial-NoDerivatives) because under these licences you reserve the right to collect royalties under statutory or compulsory licences for commercial use of your work. Whether, as a practical matter, you can collect

these royalties, depends on which country you are in (check out the answer to the next question).

Under the Creative Commons licences that permit other people to make commercial use of your work (ie. Attribution, Attribution-ShareAlike, Attribution-NoDerivatives), the licensor waives the right to collect these royalties.

1.10 I am a member of a collecting society, can I use Creative Commons licences?

You need to check with your society. Currently, many of the collecting societies in Australia, Finland, France, Germany, Luxembourg, Spain, Taiwan and the Netherlands take an assignment of rights (or in France what is called a “mandate” of rights that nonetheless has the same effect practically as an assignment) from you in present and future works (so that they effectively become the owner of these rights) and manage them for you. So if you are already a member of a collecting society in one of these jurisdictions, you may not be entitled to licence your work yourself under a Creative Commons licence because the necessary rights are not held by you but by the collecting society. Please also read the FAQ on the website of the Creative Commons project team for your jurisdiction for more information about this issue in your jurisdiction. Please see: <http://creativecommons.org/worldwide/>.

Creative Commons is reaching out to collecting societies in those jurisdictions where this problem arises to try to find a solution that enables creators to enjoy the benefits both systems offer.

If you encounter difficulties with using Creative Commons licences because of your membership in a collecting society in your jurisdiction that is not listed above, please let either your country’s Creative Commons project team know or email info@creativecommons.org. Also, if you wish to discuss ways to try to deal with the situation in your country please contact your country’s Creative Commons project team.

If you are already a member of one of these collecting societies, feel free to encourage your collecting society to give you the option of Creative Commons licensing.

1.11 Can I still make money from a work I make available under a Creative Commons licence?

Absolutely. Firstly, because our licences are non-exclusive which means you are not tied down to only make a piece of your content available under a Creative Commons licence; you can also enter into other revenue-generating licences in relation to your work. One of our central goals is to encourage people to experiment with new ways to promote and market their work.

Secondly, the noncommercial licence option is an inventive tool designed to allow people to maximise the distribution of their works while keeping control of the commercial aspects of their copyright. To make one thing clear that is sometimes misunderstood: the "noncommercial use" condition applies only to others who use your work, not to you (the licensor). So if you choose to licence your work under a Creative Commons licence that includes the "noncommercial use" option, you impose the "noncommercial" condition on the users (licensee). However, you, the creator of the work and/or licensor, may at any time decide to use it commercially. People who want to copy or adapt your work, "primarily for monetary compensation or financial gain" must get your separate permission first.

One thing to note on the noncommercial provision: under current U.S. law, file-sharing or the trading of works online is considered a commercial use -- even if no money changes hands. Because we believe that file-sharing, used properly, is a powerful tool for distribution and education, all Creative Commons licences contain a special exception for file-sharing. The trading of works online is not a commercial use, under our documents, provided it is not done for monetary gain.

1.12 Do I need to register my copyright?

In most jurisdictions, registration is not required. However, for creators in the United States registration can be obtained and is advisable so that you can enforce your copyright in court. For US-based creators, you should check out the U.S. Copyright Office's 'Copyright Basics' page, which explains more about copyright registration.

I.13 How do I register my copyright?

If you are based in the US, to find out more about how to register your copyright, check out the U.S. Copyright Office's 'Copyright Basics' page.

I.14 Is applying a Creative Commons licence to my work the same or an alternative to registering the copyright to my work?

No. Applying a Creative Commons licence to your work does not give you the same, similar or alternate protection to registering your copyright. Creative Commons licences apply in addition to and on top of an existing copyright.

I.15 Do I need to register my copyright in order to use a Creative Commons licence?

No. Creative Commons licences apply to works that are copyrighted. As a general rule, in most jurisdictions, copyright protection is automatic for those works that satisfy the requirements of copyright law. Generally, copyright attaches to creative and expressive works once they are fixed in tangible form, ie. the minute you put pen to paper, brush to easel, hit the "save" button on your computer, the "send" button on your email or take a photo.

For U.S. based creators, registering your copyright with the U.S. Copyright Office is advisable so that you can enforce your copyright in court. For US-based creators, you should check out the U.S. Copyright Office's 'Copyright Basics' page which explains more about copyright registration.

I.16 Do I need a copyright notice to protect my work?

You do not need to apply a copyright notice to secure copyright protection. However, a copyright notice can be useful because it clearly signals to people that you believe you own copyright in your work and who to contact.

I.17 Do Creative Commons licences affect fair use, fair dealing or other exceptions to copyright?

No. All jurisdictions allow some uses of copyrighted material without

permission, such as quotation, current-affairs reporting, or parody, although these vary from country to country. These are not dependent on the licence and so cannot be affected by it. To make this clear, all of our licences include this or similar language: "Nothing in this licence is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws." Thus, regardless of the jurisdiction a user is in, our licences do not affect a user's right to use or allow use of content under copyright exceptions.

1.18 Can I use a Creative Commons licence for software?

Creative Commons licences are not intended to apply to software. They should not be used for software. We strongly encourage you to use one of the very good software licences available today. The licences made available by the Free Software Foundation (<http://www.fsf.org/>) or listed at the Open Source Initiative (<http://www.opensource.org/>) should be considered by you if you are licensing software or software documentation. Unlike our licences -- which do not make mention of source or object code -- these existing licences were designed specifically for use with software.

Creative Commons has "wrapped" some free software/open source licences with its Commons Deed and metadata if you wish to use these licences and still take advantage of the Creative Commons human-readable code and Creative Commons customised search engine technology. You can find more details here: <http://creativecommons.org/license/cc-gpl>

1.19 Should I use Creative Commons licences for software documentation?

Absolutely. Creative Commons licences work well for all text materials.

1.20 What happens when a copyright owner says her work is governed by two different Creative Commons licences?

As a user, you can choose to use the work under either licence. Generally, a licensor that offers the same work under two different licences gives the public a choice between them. If, for example, a photograph is governed by one licence

with a NonCommercial provision, plus a separate licence with a NoDerivatives provision, it does not mean that both provisions apply together. If an owner wants both to apply together, she should be sure to choose a single licence that contains both provisions.

1.21 Are Creative Commons licences enforceable in a court of law?

The Creative Commons Legal Code has been drafted with the intention that it will be enforceable in court. That said, we can not account for every last nuance in the world's various copyright laws and/or the circumstances within which our licences are applied and Creative Commons-licensed content is used. Please note, however, that our licences contain "severability" clauses -- meaning that, if a certain provision is found to be unenforceable in a certain place, that provision and only that provision drops out of the licence, leaving the rest of the agreement intact.

1.22 Will Creative Commons help me enforce my licence?

Unfortunately, Creative Commons is not permitted to provide legal advice or legal services to assist you with enforcing the licences. We cannot afford to provide any ancillary services particular to your situation and, in any case, our mission does not include providing such services. We are not a law firm. We're much like a legal self-help press that offers form documentation -- at no cost -- for you to use however you see fit.

However, if you are based in the US, you may be able to find a suitably qualified volunteer lawyer in your area from this site. If you are based in Australia, the Arts Law Centre of Australia may be able to put you in touch with a volunteer lawyer.

1.23 What happens if someone misuses my Creative Commons-licensed work?

A Creative Commons licence terminates automatically if someone uses your work contrary to the licence terms. This means that, if a person uses your work under a Creative Commons licence and they, for example, fail to attribute your work in the manner you specified, then they no longer have the right to continue to use your work. This only applies in relation to the person in breach of the

licence; it does not apply generally to the other people who use your work under a Creative Commons licence and comply with its terms.

You have a number of options as to how you can enforce this; you can consider contacting the person and asking them to rectify the situation and/or you can consider consulting a lawyer to act on your behalf. For information about how you may be able to locate a suitably qualified lawyer, please refer to question 1.22.

1.24 I don't like the way a person has used my work in a derivative work or included it in a collective work; what can I do?

If you do not like the way that a person has made a derivative work or incorporated your work into a collective work, under the Creative Commons licences, you may request removal of your name from the derivative work or the collective work.

In addition, the copyright laws in most jurisdictions around the world (with the notable exception of the US) grant creators "moral rights" which may provide you with some redress if a derivative work represents a "derogatory treatment" of your work. Moral rights give an original author the right to object to "derogatory treatment" of their work; "derogatory treatment" is typically defined as "distortion or mutilation" of the work or treatment, which is "prejudicial to the honor, or reputation of the author." All Creative Commons licences (with the exception of Canada) leave moral rights unaffected. This means that an original author may be able to take action against a derivative work that infringes the moral right that protects against derogatory treatment. Of course, not all derivative works that a creator does not like will be considered "derogatory."

2 Questions for people thinking about using a Creative Commons-licensed work

2.1 Will Creative Commons give me permission to use a work?

The permission isn't ours to give. Creative Commons simply makes available licences and tools to enable creators and licensors to licence their works on more flexible terms. By applying a Creative Commons licence to a work, the creator or licensor has decided to clearly signal to members of the public, such

as you, that you may use the work without having to ask for permission—provided that you use it consistent with the licence terms.

2.2 Does Creative Commons determine what content is released under its licences?

Creative Commons, as an organisation, does not control how the licences are used and does not check or verify whether a Creative Commons licence has been correctly applied to a particular work. Creative Commons does not endorse or certify any use of its licences.

Instead, Creative Commons provides the licences as a tool that may be adopted (or not) by members of the creative community. Creative Commons does not determine whether the use of the licences is appropriate for your situation or for a particular work.

2.3 What are the terms of a Creative Commons licence?

The key terms of the core suite of Creative Commons licences are: Attribution, NonCommercial, NoDerivatives and ShareAlike. These licence elements are succinctly described as follows:

- Attribution—you must attribute the author and/or licensor in the manner they require.
- NonCommercial—you may not use the work in a manner primarily directed toward commercial advantage or private monetary compensation.
- NoDerivatives—you may only make verbatim copies of the work, you may not adapt or change it.
- ShareAlike—you may only make derivative works if you licence them under the same Creative Commons licence terms.

For an overview of our licences and links to the Commons Deed and Legal Code, check out this page. For the key details of our Sampling Licences check this page <http://creativecommons.org/about/sampling>.

2.4 So “NonCommercial” means that the work cannot be used commercially?

Not quite. The “NonCommercial” licence option means that you do not receive

the commercial rights via the Creative Commons licence. You can always approach the licensor directly to see if they will separately licence you the commercial rights.

2.5 What does the Creative Commons “Some Rights Reserved” button mean? What does a Creative Commons licence do?

A Creative Commons licence is a signal to you that you can use the work without having to seek out the individual creator or licensor and ask for permission—provided you use the work in the manner permitted by the Creative Commons licence. The Commons Deed sets out the key terms governing your use of the work.

2.6 What happens if I want to make a different use of the work?

If you want to use a Creative Commons-licensed work in a manner that is not permitted under the terms of the Creative Commons licence, you need to contact the creator and/or licensor and ask for their permission. If you use a Creative-Commons licensed work contrary to the terms of the Creative Commons licence, your right to use the work terminates and you could be sued for infringement of copyright.

2.7 So I don't have to pay to use Creative Commons-licensed works if I comply with the licence terms?

As a general rule yes—Creative Commons licences are made available under royalty-free licences. In the case of Creative Commons-licensed works that are licenced for NonCommercial use only, the creator or licensor reserves the right to collect statutory royalties or royalties under compulsory licences for commercial uses such as those collected for public performances; so, you may still have to pay a collecting society for such uses of Creative Commons licensed works. However, these are indirect payments, not payments to the licensor.

2.8 How do I use a Creative Commons-licensed work?

If you come across a work that says it is made available under a Creative Commons licence, you are authorised by the licensor to use it consistent with those licence terms. You should satisfy yourself that the scope of the licence covers your intended uses. Since there are a number of versions of the Creative Commons licences, you should read the particular licence carefully to ensure that the licence meets your needs. All Creative Commons licences require that you attribute the author, licensor and/or any other parties specified by the author/licensor. To correctly use a Creative Commons licensed work, you must provide proper attribution. This is explained in the answer 2.10 below.

To get an understanding of the key terms of the licence, check out the Commons Deed for the licence and/or review this page: <http://creativecommons.org/license/meet-the-licenses>, which has links to the Commons Deed and basic explanations of all of our licences.

2.9 Does using a Creative Commons-licensed work give me all the rights I need?

You should be aware that all of the licences contain a disclaimer of warranties, so there is no assurance whatsoever that the licensor has all the necessary rights to permit reuse of the licensed work. The disclaimer means that the licensor is not guaranteeing anything about the work, including that she owns the copyright to it, or that she has cleared any uses of third-party content that her work may be based on or incorporate.

This is typical of so-called “open source” licences, where works are made widely and freely available for reuse at no charge. The original version 1.0 of the Creative Commons licences contained a warranty, but we ultimately concluded that, as with “open source” licences, warranties and indemnities are best determined separately by private bargain, so that each licensor and licensee can determine the appropriate allocation of risk and reward for their unique situation. One option thus would be to use private contract to obtain a warranty and indemnification from the licensor, although it is likely that the licensor would charge for this benefit.

As a result of the warranty disclaimer, before using a Creative Commons licensed work, you should satisfy yourself that the person has all the necessary rights to make the work available under a Creative Commons licence. You should

know that if you are wrong, you could be liable for copyright infringement based on your use of the work.

You should learn about what rights need to be cleared and when a fair use or fair dealing defence may be available. It could be that the licensor is relying on the fair use or fair dealing doctrine, but depending on the circumstances, that legal defence defence defence may or may not actually protect her (or you). You should educate yourself about the various rights that may be implicated in a copyrighted work, because creative works often incorporate multiple elements such as, for example, underlying stories and characters, recorded sound and song lyrics. If the work contains recognisable third-party content, it may be advisable to independently verify that it has been authorised for reuse under a Creative Commons licence.

The result of this is that you should always use your informed good judgement, and you may want to obtain legal advice.

2.10 How do I properly attribute a Creative Commons licensed work?

If you are using a work licensed under one of our core licences (Attribution, Attribution-ShareAlike, Attribution-NonCommercial-ShareAlike, Attribution-NonCommercial, Attribution-NoDerivatives, Attribution-NonCommercial-NoDerivatives (this is the same as the Music Sharing licence)) or under our Developing Nations licence, then the proper way of accrediting your use of a work when you making a verbatim use of it is: (1) to keep intact any copyright notices for the Work; (2) credit the author, licensor and/or other parties (such as a wiki or journal) in the manner they specify; (3) the title of the Work; and (4) the Uniform Resource Identifier for the work if specified by the author and/or licensor.

You also need to provide the Uniform Resource Locator for the Creative Commons licence that applies to the work, together with each copy of the work that you make available.

If you are making a derivative use of a work licensed under one of our core licences or under the Developing Nations licence, in addition to the above, you need to you need to identify that your work is a derivative work, i.e. “This is a Finnish translation of the [original work] by [author]” or “Screenplay based on [original work] by [author].”

If you are sampling a work licensed under one of our Sampling licences you should credit derivative works you create using those samples by saying something along the lines of: “Remix of the [original work] by [author]” or “Inclusion of a portion of the [original work] by [author] in collage.”

2.11 What is a derivative work?

A derivative work is a work that is based on another work but is not an exact, verbatim copy. What this means exactly and comprehensively is the subject of many law journal articles and much debate and pontification. In general, a translation from one language to another or a film version of a book are examples of derivative works. Under Creative Commons’ core licences, synching music in timed-relation with a moving image is considered to be a derivative work.

Under U.S. law, generally, changing the format of a work—ie. from print to digital—where the content of the work has not otherwise been changed, would also constitute a derivative work; however, the Creative Commons licences allow the user to exercise the rights permitted under the licence in any format or media. This means that, under the Creative Commons Attribution-NonCommercial-NoDerivatives licence, for example, you can copy the work from a digital file to a print file consistent with the terms of that licence.

2.12 If I use a Creative Commons-licensed work with other works, do I have to Creative Commons licence everything else as well?

With the exception of those of our licences that contain the ShareAlike element, the Creative Commons licences do not require everything else to be Creative Commons licensed as well. We specifically designed the Creative Commons licences so that they would not turn all other works they were combined with into being Creative Commons-licensed. If you combine any work with a Creative Commons-licensed work that is licensed with a ShareAlike licence provision, then, because of the way that the ShareAlike licence element operates, the resultant work will need to be licensed under the same licence as the original work.

If you include a Creative Commons licensed work in a “collective work” (ie. a collection of works in their exact original format, not adaptations), then you only need to continue to apply the Creative Commons licence to that work (even if the work was licensed under a Creative Commons Share-Alike licence provision). You do not need to apply it to the entire collection.

2.13 Can I combine two different Creative Commons licensed works? Can I combine a Creative Commons licensed work with another non-CC licensed work?

Generally yes; you can combine one Creative Commons licensed work with another Creative Commons licensed work or with another work. The one big caveat is for Creative Commons licences that contain the ShareAlike licence element (ie. Attribution-ShareAlike, Attribution-NonCommercial-ShareAlike). These licences require derivative works (ie. the result of two combined works) to be licensed under the same licence elements. So, you cannot, for example, combine an Attribution-ShareAlike licence with an Attribution-NonCommercial-ShareAlike. If you are combining a work licensed under a ShareAlike licence condition, you need to make sure that you are happy and able to licence the resulting work under the same licence conditions as the original work.

2.14 I used part of a Creative Commons-licensed work, which Creative Commons licence can I re-licence my work under?

The chart on the next page should give you some assistance in figuring out which Creative Commons licence you can use to re-licence a work. Some of our licences just do not, as practical matter, work together.

The chart below shows blackened cells to indicate licences that can be used without complication to re-licence work licensed under licence noted at beginning of each row. To see what licence a work that incorporates works under multiple licences can use, see which columns are filled in for all relevant rows. Thus, for example, if you are using work issued under an Attribution-NoDerivatives licence, you may be able to re-licence it under either another Attribution-NoDerivatives licence or an Attribution-NonCommercial licence.

	by	by-nc	by-nc-nd	by-nc-sa	by-nd	by-sa	nc-sampling+	publicdomain	sampling	sampling+
by	black	black	black	black	black	black	black		black	black
by-nc		black	black	black			black			
by-nc-nd			black							
by-nc-sa				black						
by-nd			black		black					
by-sa						black				
nc-sampling+							black			
publicdomain	black	black	black	black	black	black	black	black	black	black
sampling									black	
sampling+							black		black	black

The above chart only displays which licences are, as a practical matter, incompatible. It is not a substitute for obtaining your own legal advice, nor should it be relied upon or represented as legal advice. As explained above, Creative Commons is not able to provide you with legal advice. You need to independently assess which Creative Commons licence is suitable for your requirements and your obligations to upstream licensors.

3 Technical Questions

3.1 I want to give users of my site the option to choose Creative Commons licensing; how do I do that?

You can directly integrate the Creative Commons licence selection engine into your site. This can be useful if you have an application or website that allows people to contribute content and you want to give them the option to apply Creative Commons licences to their works. Here (<http://creativecommons.org/technology/web-integration>) is a step-by-step guide on how to integrate our licence selection engine with a website. We also have a web services API for integration with any application: <http://api.creativecommons.org/docs/>.

3.2 Why did Creative Commons choose to use the RDF format for its metadata?

Creative Commons looked for the best way to express the intent behind the licences in machine-readable form. We feel that our system provides the best of all possible worlds: RDF, XML, and even plain text-based tools can easily process our metadata files because we provide them with a structured format. But just as XML tools make it easier to process the information than text-based ones, RDF ones make it even easier -- so we encourage all of our developers to use RDF tools where possible. We're also working with the community to provide CC sample code, in many different languages, that shows how easy it is to take advantage of the RDF information. We're also open to providing converters from RDF to other formats. If you have such a tool or would like one, please send information about it to our metadata list.

3.3 How can I use Creative Commons metadata in my program?

You can use it in a variety of ways. A painting, writing, or drawing program could let its users know about their rights granted by the licensor of the file. File sharing software could highlight files with Creative Commons licences and encourage users to download them. In fact, we see peer-to-peer file sharing software as an excellent distribution mechanism for Creative Commons works, especially large music, picture, and movie files that the authors might not have the bandwidth or tools necessary to distribute themselves. Search systems could allow users the choice of only searching for files with licences that permit

certain uses (such as searching for pictures of cats that you can include in your non-commercial collage). There are many ways to take advantage of this information and we hope the developer community will surprise us by coming up with others!

3.4 I'd prefer to use a PNG image instead of a GIF image or vice versa. What should I do?

We provide licence buttons in both formats. Change, e.g., `somerights20.gif` to `somerights20.png` or vice versa.

4 Questions about using Creative Commons' logo

4.1 Where can I get a high resolution version of the Creative Commons logos?

You can get high resolution versions of the Creative Commons logos and licence buttons here: <http://creativecommons.org/presskit/>. Creative Commons only authorises the use of our logos, name and licence buttons in accordance with our policies: <http://creativecommons.org/policies>.

4.2 I want to print out some t-shirts & stickers with Creative Commons logos; how do I go about doing this?

We're glad you are excited about Creative Commons and want to spread the message. We only authorise use of our logo, name and licence buttons in accordance with our policies, i.e. to linkback to a Creative Commons licence and/or otherwise describe a Creative Commons licence that applies to a work. Please refer to <http://creativecommons.org/policies>.

You can support Creative Commons and purchase t-shirts via our store: <http://creativecommons.org/support/>. We are happy to send you stickers and other materials if you need them, just email info@creativecommons.org. In addition, Movies about Creative Commons are available for download here: <http://mirrors.creativecommons.org/>.

4.3 I want to incorporate the Creative Commons logos into my site or work, can I?

You are welcome to incorporate the Creative Commons logos into your site or work if you do so in accordance with our policies page. Basically, we only authorise use of the Creative Commons corporate logo (that is the name Creative Commons and the “CC” in a circle) to link back to our website; and our “Some Rights Reserved” and “No Rights Reserved” buttons as well as our licence element buttons (i.e. the Attribution licence button, the NonCommercial licence button etc.) to be used to link back to our respective licences.

4.4 Can I change the Creative Commons logos so that they look better on my site or with my work?

Please don't change our logo so that it works better with the look of your site or work. Our “Some Rights Reserved” and “No Rights Reserved” buttons need to be used consistently because they are our trademark and a core part of our licensing system. You can also use the licence elements buttons that are in black and white to signal that your work or site is licensed under the relevant Creative Commons licence; this is also explained at our policies page: <http://creativecommons.org/policies>.

5 About Creative Commons

5.1 Is Creative Commons against copyright?

Not at all. Our licences help you retain your copyright and manage your copyright in a more flexible, open way. In fact, our licences rely upon copyright for their enforcement. The justification for intellectual property protection (under U.S. law, at least) is the "promot[ion of] the progress of science and the useful arts." We want to promote science and the useful arts, too, and believe that helping creators or licensors fine-tune the exercise of their rights to suit their preferences helps do just that.

5.2 Is Creative Commons building a database of licensed content?

Absolutely not. We believe in the Net, not an information bank controlled by

a single organisation. We are building tools so that the semantic web can identify and sort licensed works in a distributed, decentralised manner. We are not in the business of collecting content, or building databases of content.

Now, to give you an idea of the sorts of uses that can be made of our licences and metadata, we've provided some examples on our site for text, audio, images, video and educational works. It's by no means a comprehensive catalogue of everything being done with Creative Commons licences today, nor is it the beginnings of a database. They are simply illustrations of some works, in a variety of media, that have been Creative Commons licensed so far.

5.3 Will works that use Creative Commons licences be in the "public domain"?

No, because the licensor does not give up all rights to his or her work. The Creative Commons licences are only copyright licences that enable you to control how other people use your work.

If you want to put your work in the public domain -- the realm of creative material unfettered by copyright law -- you can use our Public Domain Dedication. By dedicating your work to the public domain, you are effectively relinquishing all copyright interests you may otherwise have in the work. However, this waiver may not be valid outside of the US.

5.4 What is Creative Commons?

Structurally, Creative Commons consists of Creative Commons Corporation, a Massachusetts, US, US charitable corporation and Creative Commons International, a UK non-for-profit company limited by guarantee. Also working to promote the idea of Creative Commons are volunteer project leads in each of the jurisdictions to which Creative Commons licences have been ported. Creative Commons International and the volunteer project leads are independent and separate entities although both work in collaboration to promote the adoption of Creative Commons licences and tools.

The idea underlying Creative Commons is that some people may not want to exercise all of the intellectual property rights the law affords them. We believe there is an unmet demand for an easy yet reliable way to tell the world "Some rights reserved" or even "No rights reserved." Many people have long since

concluded that all-out copyright doesn't help them gain the exposure and widespread distribution they want. Many entrepreneurs and artists have come to prefer relying on innovative business models rather than full-fledged copyright to secure a return on their creative investment. Still others get fulfilment from contributing to and participating in an intellectual commons. For whatever reasons, it is clear that many citizens of the Internet want to share their work -- and the power to reuse, modify, and distribute their work -- with others on generous terms. Creative Commons intends to help people express this preference for sharing by offering the world a set of licences on our Website, at no charge.

5.5 Who started Creative Commons?

Cyberlaw and intellectual property experts James Boyle, Michael Carroll, and Lawrence Lessig, MIT computer science professor Hal Abelson, lawyer-turned-documentary filmmaker-turned-cyberlaw expert Eric Saltzman, and public domain Web publisher Eric Eldred founded Creative Commons in 2001. Fellows and students at the Berkman Center for Internet & Society at Harvard Law School helped get the project off the ground and, for the first couple of years of its existence, Creative Commons was housed at and received generous support from Stanford Law School and the Center for Internet & Society.

5.6 What problem does Creative Commons intend to solve?

With the advent of the digital revolution and the Internet, it is suddenly possible to distribute works in a variety of formats of a high, often professional quality; to work works collaboratively across boundaries of time and space; and to create new, derivative or collective works—on a global level, in a decentralised manner, and at comparatively low cost.

This presents an opportunity for an enormous and unprecedented stimulation of creativity and production of knowledge. As more and more people are interconnected and communicating, it becomes easier to obtain exactly the content one needs or wants, to complete tasks and solve problems by the cooperation this interconnection enables. The convergence of technologies and media also create multiple new possibilities for creating derivatives of existing works, e.g. remixes and mashups.

Another notable aspect is that globalisation is not only happening on the corporate level, its effects can also be observed in the areas of science and education and in other sectors of society where new models of fruitful cooperation have appeared. The free encyclopaedia Wikipedia and the free and open source software community are examples of these sociological and economic phenomena. The activities of many contributors to projects in these areas are not motivated by the desire to gain (immediate) financial benefit but by the desire to learn, to get recognition, and also to help others.

The downside of these exciting new developments and possibilities is that the new technologies are also being used to infringe copyright on a massive scale and that many consumers, in particular young people, have come to regard it as normal to disrespect the legal and legitimate claims of creators and producers of content to be paid for the use of their works. In turn, major right holders have reacted to this by a fourfold strategy: (a) by trying to prevent the deployment of technologies that can be put to infringing uses; (b) by developing tools that enable them to manage their rights with an amount of precision hitherto unknown and unthinkable: digital rights management and technological protection measures against unauthorised copying; (c) by successfully lobbying for support of these technological measures through legal restrictions; and, (d) by starting huge publicity campaigns designed to teach young people that they must keep their hands off copyrighted material - or else.

These responses are understandable. Our concern is that their combined effect will be to stifle the opportunities for digital technologies to be used widely to encourage creativity and for the problem-solving and collaboration discussed above. If creators and licensors have to negotiate not only complicated legal rules, but also burdensome technical barriers, many will either ignore the rules or not create.

Our alternative is to provide creators and licensors with a simple way to say what freedoms they want their creative work to carry. This in turn makes it easy to share, or build upon creative work. It makes it possible for creators and licensors to reserve some rights while releasing others. This, at its core, is our mission. Copyright gives authors certain rights. We want to make it simpler for authors to exercise those rights in ways others can understand.

5.7 Does it cost me anything to use the Creative Commons licences & tools?

Nope. They're free.

5.8 Who funds Creative Commons?

Creative Commons was founded with a generous donation from the Center for the Public Domain and receives ongoing support from the John D. and Catherine T. MacArthur Foundation, the Hewlett Foundation and the Omidyar Network. We continue to seek donations from other sources, including foundations, individuals, and government grants. If you would like to support Creative Commons, feel free to do so at our support page: <http://creativecommons.org/support/>.

5.9 Whom does Creative Commons serve or represent?

Creative Commons serves creators and users of creative works and the public interest that benefits from greater collaboration using creative materials. We help people who want to licence their work on generous terms, people who want to make creative uses of those works, and people who benefit from this symbiosis. We hope that teachers, scholars, scientists, writers, photographers, filmmakers, musicians, graphic designers, Web hobbyists -- as well as listeners, readers, and viewers -- gain from the use of our tools.

5.10 Where is Creative Commons based?

Creative Commons Corporation is a Massachusetts corporation that draws on the work of geographically distributed staff and volunteers. Our main offices are in San Francisco, US and London, United Kingdom.

5.11 Does Creative Commons host or own any content?

Our primary mission is to help you licence your work, offer you tools to more easily publish your works, and point to examples of CC-licensed content from our featured works. We also offer ways for users to find licensed works and easily understand their licence terms. We do, however, also host content on its <http://ccmixter.org> site.

5.12 Is Creative Commons involved in digital rights management (DRM)?

No. We are in the business of digital rights expression, not management. Our tools make it easy to say what rights an author is reserving. But we do not provide tools for enforcing the rights the author reserves. Digital rights management (or “DRM”) does. In addition to digitally expressing rights, a DRM system provides technology for enforcing those rights.

Why don't we use technology to enforce rights? There are too many reasons to describe here. Perhaps the most familiar is the fact that technology cannot protect freedoms such as “fair use.” Put differently, “fair use” can't be coded. But more importantly, we believe, technological enforcement burdens unplanned creative reuse of creative work. We want to encourage such use. And we, along with many others, are concerned that the ecology for creativity will be stifled by the pervasive use of technology to “manage” rights.

Copyrights should be respected, no doubt. But we prefer they be respected the old fashioned way — by people acting to respect the freedoms, and limits, chosen by the author and enforced by the law.

5.13 What happens if someone tries to protect a CC-licensed work with digital rights management (DRM) tools?

If a person uses DRM tools to restrict any of the rights granted in the licence, that person violates the licence. All of our licences prohibit licensees from "distributing the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this Licence Agreement."

5.14 I love what Creative Commons does. How can I help?

We would be very grateful for your help. You are welcome to support Creative Commons Corporation by making a donation at our Support page. In exchange for your donation, you'll receive a variety of items, depending on level. Donations and shipping addresses are handled by Paypal. <http://creativecommons.org/support/>

You can also give us feedback directly at info@creativecommons.org. Alternately, you can participate in our email discussion lists.

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