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- ◆ "HEREIN" is added to make the meaning more accurate.

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 - ◆ [\(3.0 edit\)](#) "a copyrightable compilation of data" is incorporated into the scope of the definition, because a copyrightable compilation of data falls under the category of Compilation, rather than Work under the Copyright Law of the PRC.
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- ◆ The definition to "original author" is changed from "the individual or individuals, entity or entities" to the current one. Under the Copyright Law of the PRC, the authorship of natural person is based on his/her creation while the authorship of legal person or other organization is created by law. See Article 11 of the Copyright Law of the PRC.
 - ◆ "individual, individuals, entity or entities" is replaced with "natural person(s), legal person(s) or other organization(s)" according to the wording used by the General Principles of the Civil Law of the PRC and Article 11 of the Copyright Law of the PRC.
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 - ◆ **(3.0 edit)** "for the purposes of this License, this License will be applicable to the following natural person(s), legal person(s) or other organizations" is added because performers, phonogram producers or broadcasting organizations fall under the definition of neighboring right owner rather than author under the Copyright Law of the PRC.
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 - ◆ **(3.0 edit)** “a compilation of data to the extent it is protected as a copyrightable work;” is deleted for the same reason as stated in Section 1 (a).
 - ◆ **(3.0 edit)** Pursuant to the Copyright Law of the PRC, “a work performed by a variety or circus performer to the extent it is not otherwise considered a literary or artistic work” does not fall under the definition of “Work”, but “Performance”, which is legally regarded an object of Neighboring Rights.
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- ◆ **(3.0 edit)** “The preceding definition includes without limitation, ‘publicly display’, ‘publicly perform’, ‘publicly present’, ‘publicly broadcast’ and ‘publicly transmit via network’” is added at the end in order to make "Publicly Perform" more clear and concrete under the Copyright Law of the PRC.

- j. **“Moral rights”** means the rights an original author has to make the final decision as to whether or not to publish and whether to require attribution, control alteration, or require maintaining the creative integrity of the original work.
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- 1) those that cause personal injury to the other party;
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