

# BY-NC-SA Porting Worksheet

## Instructions for using this chart:

**Option 1: Translation and Porting** – First, use the BY-NC-SA Linguistic Translation Worksheet to translate the Unported license into the chosen language. Use your translation from the Linguistic Translation Worksheet when adapting the legal provisions. Retranslate the adapted licenses into English in the third column.

**Option 2: Porting Only** (English licenses only) – First, delete or ignore the second column; you will not be needing it.

**Option 3: Up-Versioning** – First, place your previous version license in the second column so that the provisions of your previous license line-up with the provisions of the Unported license as best they can.

## All users:

Adjust the legal provisions of the Unported license to the extent necessary for the license to be fully compliant with the jurisdiction's applicable copyright legislation. Place your version of each provision in the appropriate column (translated versions in the second column, English versions in the BY-NC-SA 3.0 First Draft column). Place comments about any changes you have made in the last column.

When you are finished, submit this document to CC HQ for review.

## Key Points

- Change only what is necessary under your law
- The first paragraph and final CC notice should not be modified (other than linguistic translation)
- When words don't linguistically translate well, have discussions with your CC community to find the best word or phrase

Bracketed elements, [like this] are changes from the Unported that should be included in your jurisdiction's version of the license. Please remove the brackets in your version.

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Non-Commercial	NoComercial
Share-Alike	CompartirIgual
No Derivatives	No derivados

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<b>Phrase</b>	<b>Translation</b>
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<b>1. Definitions</b>			
<b>a. "Adaptation"</b> 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	<b>b. «Obra Derivada o Compuesta»</b> significa una Obra basada en una existente, sin perjuicio de los derechos de autor de la Obra original o su título o la respectiva autorización y cuya originalidad reside en la adaptación o transformación de la Obra original o los elementos creativos de su traducción a otro idioma, por ejemplo, el arreglo de la música u otras alteraciones de una obra literaria o artística, o de un fonograma o actuación e incluye adaptaciones cinematográficas o cualquier otra forma en la cual la Obra puede ser reformulada, transformada o adaptada incluyendo	<b>b. <i>Derivative or Adapted Work</i></b> means a Work based on an existing one, without prejudice to the rights of the author of the original Work or its title and the respective authorization and whose originality lies in the adaptation or transformation of the original Work or the creative elements of its translation into a different language, for example, the 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, trans- formed, or	According to the Venezuelan Copyright Law enacted on August 14th, 1993, and the Regulations of the Copyright Law and the Decision 351 of the Commission of Cartagena Agreement containing the Common Regime over Copyright and Neighboring Rights in our country the «Adaptation» is defined such as «Derivative or Adapted Work». Article Nº 2 of the Regulations.  We changed the order of the terms because in our law the section of the definitions is in alphabetical order.  De acuerdo con la Ley de Derecho de Autor del 14 de Agosto de 1993, el Reglamento de

this License.	cualquier forma reconocible derivada del original. Son excepciones las obras que son una Colección la cual no será considerada una Obra Derivada o Compuesta a los fines de esta Licencia. Para evitar dudas, cuando la Obra es una actuación musical o fonograma, la sincronización de la Obra en una relación temporal con una imagen en movimiento (sincronización) será considerada como una Obra Derivada o Compuesta.	adapted including in any form recognizably derived from the original. Exceptions are the works which are a Collection will not be considered a Derivative or Adapted Work for the purposes of this License. For avoidance of doubt, where the Work is a musical performance or phonogram, the synchronization of the Work in timed-relation with a moving image (synching) will be considered as a Derivative or Adapted Work.	la Ley de Derecho de Autor y la Decisión 351de la Comisión de Cartagena y el acuerdo que contiene el régimen común sobre derechos de autor y derechos conexos en nuestro país la "Adaptación" está definida como "Obra Derivada o Compuesta" artículo 2 del reglamento. El orden de los términos se dispondrá por el alfabeto, así como se establece en nuestra ley.
b. "Collection" means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(g) below, 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.	a. <b>Colección</b> significa una colección de obras literarias o artísticas tales como enciclopedias y antologías, o actuaciones, fonogramas o emisiones, u otras obras o prestación de obras que figuran en la sección 1.j (como se define a continuación) y que por razón de la selección y disposición de sus contenidos constituyan creaciones de carácter intelectual, en que las obras se incluyen en la totalidad de ellos en su forma original, junto con uno o más de otras contribuciones, constituyendo cada una obras separadas e independientes en sí e integradas en un todo colectivo. Una obra que constituye una Colección no será considerada una Obra Derivada o Compuesta (como se define abajo) para los fines de esta Licencia.	a. <b>Collection</b> means a collection of literary or artistic works such as encyclopedias, anthologies, or performances, phonograms or broadcast, or other works or subject matter other than works listed in Section 1.j (as defined below ) and that by reason of the selection and arrangement of their contents constitute intellectual creations, in which works are included in their entirety in unmodified form, along with one or more other contributions, constituting each a separate and independent work in themselves and integrated into a collective whole. A work that constitutes a Collection will not be considered a Derivative or Adapted Work (as defined below) for the purposes of this License.	No comments
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<p>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.</p>	<p>duda acerca de su identidad. Salvo prueba en contrario será la persona física o jurídica inscrita en el Registro de la Producción Intelectual, o aquellos que han publicado la obra siempre que tales actividades no se contradigan la ley aplicable.</p>	<p>proved otherwise will be the natural or legal person registered at the Registrar of Intellectual Production or those have published or released the Work always if such activities does not contradict the applicable law.</p>	<p>Venezuelan Copyright Law enacted on August 14th, 1993. In this way, the important thing is that provided by law regardless of what set the license. For this is a private document can not change or relax the provisions of law</p> <p>Los casos en Venezuela identificar al autor original están descritos en el artículo N° 7 y 8 de la Ley Venezolana de Derechos de Autor del 14 de Agosto de 1993.</p> <p>En este sentido, sobresale lo previsto en la ley con independencia de lo establecido en la licencia. Este es un documento privado que no puede cambiar o solapar lo previsto por la ley.</p>
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<p>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>limitación, cualquier producción en el campo literario, científico y artístico, cualquiera que sea el modo o forma de expresión, incluyendo el formato digital de un libro, folleto y otros escritos, una conferencia, la dirección, sermón u otra obra de la misma naturaleza, una obra dramática musical o dramática; coreografías, las pantomimas un juego, una composición musical con letra o sin ella, las obras cinematográficas y otras a las que se asimilan las obras expresadas por cualquier procedimiento análogo a la cinematografía de una pintura de arte, pintura, arquitectura, escultura, grabado o litografía de proceso asociado o comparado a la fotografía, que se aplica a obras de arte, una ilustración del mapa, el dibujo o boceto de dibujo en tres dimensiones, relacionadas con la geografía, la topografía, arquitectura o las ciencias, un espectáculo, una emisión, un fonograma, una recopilación de datos cuyo contenido está protegido como una obra sujeta a la ley, un acto, o la representación de una variedad o espectáculo de circo que no es considerada como una obra literaria o artística.</p>	<p>production in the literary, scientific and artistic domain, whatever the mode or form of expression, including the digital format of a book, pamphlet and other writings, a lecture, address, sermon or other work of the same nature, a dramatic musical or dramatic work; choreographic and mimed a play, a musical composition with or without words, cinematographic and other audiovisual works to which are assimilated works expressed by any process analogous to the cinematographic a fine art painting, painting, architecture, sculpture, engraving or lithograph by process can be likened to photography, one applied to art work, a map illustration, drawing or sketch drawing in three dimensions, related to geography, topography, architecture or science; a show, a broadcast, a phonogram, a compilation of data whose content is protected as a work subject to the law, an act, or the representation by a variety or circus performance that is not considered a literary or artistic work.</p>	<p>No comments</p>
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	Colecciones, y,	Collections; and,	
d. to Distribute and Publicly Perform Adaptations.	d. para Distribuir y Divulgar Pùblicamente una Obra Derivada o Compuesta.	d. to Distribute and Publicly Perform Derivative or Adapted Work.	No comments
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Version 4 Suggestions			
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