

Memorandum of Understanding (MOU)

Creative Commons Corporation (“CC”), a Massachusetts, US, non-profit corporation, with a business office at 171 Second St, Suite 300, San Francisco, CA 94105 (“CC”) and its subsidiaries now and hereafter, on the one hand, and [Affiliate Institution] (“Affiliate”), [with a business office at], on the other hand, intend to work together to advance public education, access and the use of knowledge by translating and legally adapting the Creative Commons licenses and/or amendments to the Creative Commons licenses for [jurisdiction] and to explain the mission and the purpose of Creative Commons in [jurisdiction] (“Project”).

The purpose of this document is to set out the parties’ initial agreement as to their respective responsibilities in relation to the Project.

- (1) CC and Affiliate agree to collaborate on the Project in [jurisdiction]. As part of that collaboration, Affiliate will act as the primary “[Legal/Public] Project Lead” in [jurisdiction] with the assistance of CC as and when appropriate. The parties agree to conduct the collaboration subject to the terms of this MOU and any and all then current policies released by CC, including without limitation any new policies developed by CC at a later date (“Policies”).
- (2) Affiliate must linguistically translate and jurisdictionally adapt the Creative Commons core licensing suite to become the Creative Commons [jurisdiction]’s licenses.
- (3) CC is solely responsible for hosting any and all Creative Commons licenses (in human-readable, lawyer-readable and machine-readable formats) including, without limitation, the Creative Commons Attribution, Attribution-NonCommercial, Attribution-NoDerivatives, Attribution-ShareAlike, Attribution-NonCommercial-ShareAlike, Attribution-NonCommercial-NoDerivatives licenses (the foregoing six named licenses together being the “Creative Commons core licensing suite”) as adapted for local jurisdictions such as [jurisdiction]. In addition, Creative Commons is solely responsible for hosting any and all other legal tools that Affiliate may assist with, including without limitation the CC0 waiver. Affiliate acknowledges and agrees that, in no circumstances, will s/he host or attempt to host any Creative Commons licenses or legal tools.
- (4) Affiliate agrees that, consistent with Creative Commons’ Public Policies’ page available at its website (<http://creativecommons.org/policies>), Affiliate will not assert copyright in any work and must, upon request by CC, transfer any and all such right, title and interest as may arise from any work that results from its performance of clause (2) to CC.
- (5) Upon completion of the work described in clause (2) above, Affiliate must provide the completed license and legal tools to CC in the format that CC designates. Within a reasonable time of the commencement of this agreement, CC must provide Affiliate with details about the CC license stylesheets.
- (6) Neither party has any financial obligation to the other party as a consequence

of exercising its rights and performing its responsibilities under this MOU and/or the Policies unless otherwise agreed in advance in writing by the parties from time to time.

- (7) Each party agrees that, except as expressly stated in the MOU, the Policies and/or as expressly agreed between the parties from time to time, it receives no right, title, or interest in, or any license or right to use, the other party's confidential information, copyright or trade secret, or trademark or other intellectual property rights by implication or otherwise. The parties agree that any right, title, interest in, or goodwill in and to the other party's name, trademarks, logos, images or buttons (the licensing party) arising as a result of non-licensing party's use of the licensing party's IP inures to the benefit of the licensing party. The non-licensing party agrees to do anything, including without limitation, exercising any documentation, necessary to give effect to this provision. Affiliate acknowledges and agrees that it must obtain the prior written consent of CC in advance of creating and using any jurisdiction logo or trademark that incorporates the name, trademarks, logos, images or buttons of CC.
- (8) The parties agree that the Affiliate and CC are independent and separate entities. Neither is a partner, agent or employee of the other. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for in this MOU, the Policies or authorized in advance in writing. Neither party may state or imply that the other party endorses or supports any specific activity or product, except as expressly authorized by this MOU, the Policies and/or expressly agreed to in advance in writing by authorized representatives of parties.
- (9) This MOU terminates on the earliest of the following: (i) one party serving a written notice of termination of the collaboration, which notice shall take effect 14 days after the date of the notice, (ii) on the execution by the parties of a more formal document outlining the scope of their relationship if such written document formally supercedes the terms of this MOU, or (iii) upon formal completion of the launch of the CC licenses in the jurisdiction unless otherwise mutually agreed in writing by the parties that this MOU shall remain in effect for a specified duration thereafter.
- (10) The parties agree that: (i) these terms are governed by and construed by the laws of the State of California, USA, exclusive of its choice of law rules; (ii) any disputes or proceedings between the parties concerning this MOU and/or the collaboration shall be brought in a federal or state court of competent jurisdiction sitting in California, US; (iii) one party's failure to insist on or enforce strict performance of any of these terms shall not be construed as a waiver of any provision or right; (iv) if any of these provisions is held to be invalid or unenforceable by any law or regulation or final determination of a competent court or tribunal, that provision will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

<p>Signature for and on behalf of CC</p> <p>Name: Diane M. Peters</p> <p>Title: General Counsel, Creative Commons</p>	<p>Signature for and on behalf of Affiliate</p> <p>Name:</p> <hr/> <p>Title:</p> <hr/>
<p>Date:</p> <hr/>	<p>Date:</p> <hr/>