

CREATIVE COMMONS LEGAL AFFILIATE AGREEMENT

1. Parties

- (a) Creative Commons Corporation, a Massachusetts, US, charitable corporation, with a business office at 171 Second St, Suite 300 San Francisco, CA 94105 (“CC”), on the one hand, and
- (b) [Legal Project Lead] [LPL corporate description] [LPL address] (“Affiliate”), on the other hand.

2. Background

The parties wish to work together to advance public education and access to and the use and reuse of knowledge and culture by maintaining the Creative Commons licenses, as described in this agreement, for [jurisdiction] and by explaining the Creative Commons licenses, the Creative Commons tools, the mission and the purpose of Creative Commons and the local and global experience in adoption of the Creative Commons licenses (“Project”).

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

3. Collaboration

CC and Affiliate agree to collaborate on the Project in [jurisdiction]. As part of that collaboration, Affiliate will act as the primary “Creative Commons Legal Project Lead” in [jurisdiction] with the assistance of CC in accordance with this agreement.

4. CC’s Responsibilities

- (a) CC must make its staff reasonably available to Affiliate to collaborate on the furtherance of the Project.
- (b) 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]. Affiliate acknowledges and agrees that, in no circumstances, will s/he host or attempt to host any Creative Commons licenses.

- (c) From time to time during the term of this agreement, CC will provide Affiliate with reasonable notice of proposed amendments to the Creative Commons core licensing suite. CC must provide Affiliate with reasonable information regarding the proposed amendments and reasonable opportunity to discuss and provide comment on the proposed amendment, including, without limitation, on the likely enforceability of the proposed amendment in [jurisdiction]. CC reserves the right to make a final decision with respect to the wording and implementation of any and all proposed amendments to the Creative Commons core licensing suite provided that CC must provide Affiliate with reasonable notice of the date that any amendments are effected and must provide Affiliate with reasonable information and assistance to enable Affiliate to perform its obligations under clause 5(b).
- (d) Creative Commons must promptly, upon receipt of the license version changes from Affiliate in accordance with clause 5(d), host the updated licenses for [jurisdiction] at <http://creativecommons.org/license/{license-code}/{license-version}/{jurisdiction}/>, or such other online location as determined by CC from time to time, and make them available to the public.
- (e) Within a reasonable time of commencement of this agreement as defined in clause 7(a), CC will provide Affiliate with access to:
 - (i) iteamspace wiki;
 - (ii) the cc-international email discussion list, cc-icommons email discussion list or such other communications tools provided by CC;
 - (iii) the cc-[jurisdiction] email discussion list;
 - (iv) CC working groups; and
 - (iv) such other online Project-related communications tools as may exist from time to time during the term of this agreement.
- (f) CC will provide Affiliate with reasonable information and advice, as may exist from time to time, in relation to the Project to assist Affiliate to perform its obligations under this agreement.

5. Legal Affiliate's Responsibilities

- (a) Affiliate must provide CC with the names of all persons who are working with Affiliate to assist in Affiliate's performance of this agreement ("Affiliate team"). Affiliate must also promptly advise CC of any changes to the Affiliate team. Affiliate acknowledges that CC will record the names, title, email addresses and other contact details of the Affiliate team and may publish the names and contact details of key members

of the Affiliate team at the Creative Commons website and Affiliate must secure the necessary consents from the Affiliate team to CC's recordation and publication of these details. CC undertakes to use this information solely for the purpose of performing CC's obligations under this agreement and carrying out the Project. Affiliate acknowledges that Affiliate is responsible for ensuring compliance by the Affiliate team with the terms of this agreement.

- (b) Affiliate must incorporate any changes that are made to the Creative Commons core licensing suite by CC to the Creative Commons [jurisdiction]'s licenses such that the changes to the Creative Commons [jurisdiction] licenses are substantively consistent with the changes made to the Creative Commons core licensing suite and that the Creative Commons [jurisdiction] licensees remain substantively consistent with the Creative Commons core licensing suite. To incorporate license version changes, Affiliate must translate the version changes into the primary language (s) of [jurisdiction] and incorporate the version changes reasonably accurately in such a way that they are customized to be enforceable in [jurisdiction].
- (c) 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 5(b) to CC.
- (d) Upon completion of the work described in paragraph 5(b) above, Affiliate must provide any completed license version changes to CC in the format that CC designates.
- (e) Affiliate must either itself or through one or more members of the Affiliate team, on an ongoing basis, update the FAQ and any other sections of the Creative Commons [jurisdiction] website in the primary language(s) of [jurisdiction] to ensure that they remain substantively consistent with the corresponding sections of the Creative Commons website at <http://creativecommons.org>, or such other location as determined by Creative Commons from time to time, and are reasonably accurate based on the applicable laws of [jurisdiction] and based on the current versions of the Creative Commons [jurisdiction] licenses. In performing its obligations under this paragraph, Affiliate must at all times comply with the then current "Creative Commons Web Policy Guidelines" that are posted at the [iteamspace.creativecommon.org](http://creativecommons.org/wiki) wiki or equivalent online location.
- (f) Affiliate may either itself or through one or more members of the Affiliate team:
 - (i) provide advice and information to CC about legal issues and developments that arise in [jurisdiction] that are related to the Project;

- (ii) participate in the cc-international, the cc-icommons email discussion list or such other communications tools provided by CC; and,
 - (iii) moderate the cc-[jurisdiction] email discussion list.
- (g) For the avoidance of doubt, to the extent not expressly stated in this agreement, Affiliate must comply with any other then current policy released by CC and posted at http://iteamspace.creativecommons.org/Main_Page. CC undertakes to provide Affiliate with reasonable notice of any new policies not expressly mentioned in this agreement and to provide Affiliate with reasonable opportunity to provide comments on any new policy prior to its finalization.

6. Relationship between the Parties

The parties acknowledge and agree that they are independent and separate entities. Neither is a partner, agent or employee of the other. Nothing contained in this agreement constitutes the parties' relationship to be a joint venture agreement. 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 without their prior written consent. Neither party may state or imply that the other party endorses or supports any specific activity or product, except as expressly authorized by this agreement or as expressly agreed to in advance in writing by authorized representatives of parties.

7. Term & Termination

- (a) This agreement commences on [date] and continues for a term of 12 months ("Initial Term"). At the end of the Initial Term, this agreement will continue for further successive terms each of a further 12 month period (each a "Continuing Term") unless one party serves a written notice of termination on the other party within a 30 day period prior to the end of the then current Initial Term or Continuing Term, as applicable, in which case this agreement terminates 7 days after the date of the notice.
- (b) Without limiting paragraph 7(a), either party ("the terminating party") may terminate this agreement at any time during an Initial Term or a Continuing Term by written notice to the other party ("defaulting party") in the event of the defaulting party's breach of this agreement, in which case this agreement terminates 7 days after the date of the notice, provided that the terminating party first notifies ("notice of default") the defaulting party in writing of its default and requests that the defaulting party rectify the default within 30 days of the date of the notice of default.
- (c) Immediately upon termination of this agreement each party's rights and obligations under this agreement cease and Affiliate must provide to CC any copies of license versioning currently in process as at the time of termination.

Without limiting the foregoing, each party must also promptly return any and all copies of the other party's confidential and proprietary information to that party to the greatest extent practicable. For the avoidance of doubt and without limiting the foregoing, Affiliate must, and must ensure that any and all members of the Affiliate team:

- (i) Immediately cease using the CC branding;
- (ii) Return to CC any and all materials that contain the CC branding to the greatest extent possible;
- (iii) Transfer to CC or CC's designee any and all right, title and interest in and to any and all proprietary materials, including without limitation, any domain name or other registrations, created or acquired by Affiliate in the course of performing its obligations under this agreement; and,
- (iv) Immediately provide to CC any and all passwords, login and other access details acquired or created by Affiliate during the term of this agreement and immediately cease using and destroy any materials containing this or any other of CC's confidential information that is not capable of being returned or handed over to CC or CC's designee.

8. Indemnification

Except to the extent required by applicable law and then only to that extent, neither party nor any trustees, directors, officers, employees and agents of that party will be liable to the other party for any indirect damages of any kind, including economic damages or injury to property and lost profits, regardless of whether such party is advised, have other reason to know, or in fact does know of the possibility of the foregoing.

9. General

- (a) Neither party has any financial obligation to the other party as a consequence of exercising its rights and performing its responsibilities under this agreement unless otherwise agreed in advance in writing by the parties from time to time.
- (b) Each party agrees that, except as expressly stated in this agreement 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.
- (c) This agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

- (d) Neither party may assign or otherwise transfer, by operation of law or otherwise, this agreement or any rights, licenses or obligations hereunder. Any such purported transfer or assignment will be void. Subject to the foregoing sentence, this agreement shall bind and benefit the parties hereto and their respective successors and permitted assigns.
- (e) Any terms of this agreement may be amended, modified or waived only in a writing signed by the party or parties sought to be bound.
- (f) If any provision of this agreement is held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the parties' fundamental intentions hereunder, and the remaining provisions are not be affected or impaired.
- (g) This agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, USA, without regard to any rules regarding conflict of laws to the contrary. The parties hereby consent to the exclusive jurisdiction of the U.S. federal and state courts located in San Francisco, California, USA, in connection with any dispute arising out of or in connection with this agreement or its subject matter.

<hr/> Signature for and on behalf of CC Name: _____ Title: _____	<hr/> Signature for and on behalf of Affiliate Name: _____ Title: _____
Date: _____	Date: _____