



Memorandum of Understanding ([Legal Affiliate//Public Affiliate//Affiliate//Other])

Plain English Summary

The overarching purpose of this Memorandum of Understanding is to ensure that Creative Commons and its Affiliates fully understand their duties respective to each other.

- Affiliate is responsible for translating, porting and otherwise adapting all CC Licenses, Legal Tools and supporting information.
- Creative Commons is responsible for hosting all CC Licenses and Legal Tools
- Affiliate is responsible for keeping Creative Commons updated on relevant legal changes and Cc opportunities in Affiliate's jurisdiction and Creative Commons is responsible for keeping Affiliate updated on current procedures, policies and opportunities at Creative Commons.

Creative Commons Corporation, a Massachusetts non profit corporation with a business office at 171 Second St, Suite 300, San Francisco, CA 94105 U.S.A. ("CC" or "Creative Commons"), and [Institution or Individual] ("[Legal Affiliate/Public Affiliate/Affiliate/[Other]]"), agree to collaborate on the Project (as defined below), on the terms and conditions set forth in this Memorandum of Understanding ("MOU"), effective as of [date].

WHEREAS, the parties wish to work together to advance the mission and goals of Creative Commons and the communities it supports and enables, through the advancement of public education and outreach about CC licenses, tools, technology and programs, among other things, for the purpose of cultivating a cultural commons of shared intellectual, scientific, educational and creative content; and

WHEREAS, Affiliate desires to become part of CC's global affiliate network (the "CC Affiliate Network") and agrees to contribute to, and collaborate and coordinate with, the other members of the CC Affiliate Network within the jurisdiction in which Affiliate operates as well as throughout Affiliate's geographic region and the rest of world.

The parties agree as follows:

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[Name]

MOU ([insert type of Affiliate])

[Date]

I. The Project. CC and Affiliate agree to collaborate [in [jurisdiction] (the “Jurisdiction”)] on the following project components (collectively, the “Project”), and in connection therewith Affiliate may refer to itself as “[insert]”:

(a) Adaptation/Porting of CC Licenses. Affiliate agrees to linguistically translate and, to the extent required to comport to the laws of the Jurisdiction, legally adapt the latest version of the six international licenses (formerly known as the “unported licenses”), to become the Creative Commons [jurisdiction] licenses (the “Jurisdiction Licenses”). The Jurisdiction Licenses shall be consistent with and have the same legal effect as the latest version of the international licenses (currently version 3.0), and be enforceable in the Jurisdiction (the process known as “license adaptation” or “license porting”). Affiliate agrees to adhere to the License Porting Protocol [link] (the “Porting Protocol”), as the same may be updated or revised from time to time in CC’s sole discretion. The parties will mutually agree on a timetable for creating the Jurisdiction Licenses, as contemplated by the License Porting Policy.

(b) “Versioning Up” the Jurisdiction Licenses. Affiliate agrees to promptly update and incorporate into the Jurisdiction Licenses all changes that CC makes to the international licenses, such that the Jurisdiction Licenses are (i) consistent with and have the same legal effect as the latest version of the international licenses (currently version 3.0), and (ii) are enforceable in the Jurisdiction (the process known as “versioning up”). Affiliate agrees to adhere to the Porting Protocol, as the same may be updated or revised from time to time in CC’s sole discretion. The parties will mutually agree on a timetable for versioning up the Jurisdiction Licenses, as contemplated by the Porting Protocol.

(c) Linguistic Translation of CC0. Affiliate agrees to participate in the linguistic translation of CC0 for the purpose of producing an Approved Translation of CC0, in adherence with the terms, conditions and policies set forth in the Translation Program Policy [link] (the “Translation Policy”), as the same may be updated or revised from time to time in CC’s sole discretion. The parties will mutually agree on a timetable for producing an Approved Translation of CC0, together with any other designated leads in the process, as contemplated by the Translation Policy.

(d) Advisory on Law and Legal Developments. Affiliate agrees to provide information regarding the copyright laws and related legal matters in the Jurisdiction as CC may reasonably request, including without limitation their applicability to and effect on the enforceability of the Jurisdiction Licenses, CC0 and other legal tools and licenses proposed and/or published by Creative Commons (collectively, the “CC Legal Tools”). This includes, without limitation, providing comments on proposed amendments to the CC Legal Tools as well as being reasonably available to discuss and provide comments thereon. CC

reserves the exclusive right to make all final decisions with respect to the implementation of any and all proposed amendments to CC Legal Tools and the publication of new, existing, or future versions of the CC Legal Tools. CC agrees to provide reasonable notice of the date that any amendments are effected or when new CC Legal Tools are proposed, and will provide Affiliate with reasonably prompt information and assistance to enable Affiliate to perform its obligations hereunder. Affiliate agrees to provide advice and information about legal issues and developments that arise in the Jurisdiction and about which Affiliate becomes aware that are related to the Project.

(e) Advisory on Policy Developments and CC Opportunities. Affiliate agrees to keep CC updated on policies and policy developments in the Jurisdiction that may impact CC, its programs, the CC Legal Tools and the Project in the Jurisdiction. This may include responding to inquiries as CC may reasonably request for information about existing and future policy developments in the government and private sectors in the Jurisdiction. Additionally, Affiliate agrees to inform CC about license adoption opportunities as well as other opportunities for CC to expand its outreach efforts within the Jurisdiction. This includes, without limitation, providing guidance on CC outreach within the Jurisdiction and making itself reasonably available to discuss outreach efforts, as well as policy developments and other opportunities in the Jurisdiction that relate to the Project.

(f) CC Jurisdiction Webpage(s). Affiliate agrees to assist CC with the maintenance of and updates to the Jurisdiction-specific webpage(s) on Creative Commons' main website, as CC may reasonably request. Affiliate must at all times comply with the CC Internet Services Policy [link] (the "Internet Policy"), as the same may be updated or revised from time to time in CC's sole discretion.

(g) Localization; Jurisdiction Website. On an ongoing basis, Affiliate agrees to provide information to the public in the Jurisdiction about Creative Commons and its programs, the CC Legal Tools and other developments, to the general public in the Jurisdiction. This may include updates from CC about internal developments, CC public announcements, and/or CC program and activity updates. Additionally, if already in existence or if one is developed during the term of this MOU, Affiliate agrees to participate in the administration and maintenance of such Jurisdiction-specific website (the "Jurisdiction Website") relating to the Project and other CC-related activities for the Jurisdiction, which website will serve in part as a forum for providing the foregoing information. In connection with the Jurisdiction Website, among other things Affiliate agrees to translate and update the FAQ and any other sections of the Creative Commons website pages used on the Jurisdiction Website, all in the primary language(s) of the Jurisdiction, to ensure that the FAQ and sections remain consistent with the corresponding sections of CC's main website, and are accurate based on the

applicable laws of the Jurisdiction and the current versions of the Jurisdiction Licenses and all other CC Legal Tools. In performing its obligations hereunder, Affiliate must at all times comply with the Internet Policy, as the same may be updated or revised from time to time in CC's sole discretion.

(h) Public Outreach and Education; CC Promotion. Affiliate agrees to plan, conduct and assist with CC outreach activities in the Jurisdiction, as may be mutually agreed to by CC and Affiliate from time to time, as set forth in the Roadmap (defined below). This may include hosting, organizing, and participating in CC salons and other public events, and similar events organized by others, that educate the public and communities about CC Legal Tools and help foster, build and support communities that may adopt CC Legal Tools in a range of fields, including education, science, culture, government adoption, and other relevant areas in the Jurisdiction. This should also include providing information to the public about CC, as described in the previous paragraph. Further, Affiliate agrees to promote CC Legal Tools (to the exclusion of other public licenses and legal tools) whenever possible and appropriate to the situation, and to adhere and publicly promulgate CC positions on matters relating to the public domain, license proliferation, and such other matters as CC makes known to Affiliate, including when responding to public inquiries consistent therewith.

(i) Public Inquiries. Affiliate agrees to field and respond to inquiries related to the Project, including the Jurisdiction Licenses and other CC Legal Tools, as well as inquiries related to Creative Commons generally. Affiliate agrees to respond to such inquiries in a reasonably prompt and professional manner, and to refer inquiries outside the scope of Affiliate's expertise to CC or another qualified member of the CC Affiliate Network.

(j) CC Affiliate Network. Affiliate agrees to participate in and contribute constructively to the CC Affiliate Network. This includes participating in regional and global gatherings (whenever feasible), on regional and global email lists and other discussion fora, responding to requests for assistance (when feasible) from other members of the CC Affiliate Network, and otherwise collaborating with and assisting other members of the CC Affiliate Network. Further, Affiliate agrees to provide reasonable assistance to new and existing members of the CC Affiliate Network (as a "mentor"), when requested and to the extent feasible. This may include providing guidance to such members about Affiliate's experiences with the Project. If requested by CC, Affiliate agrees to moderate the Jurisdiction-specific or a region-specific email discussion list.

(k-*nth*) Reserved.

II. Additional Affiliate Responsibilities. In addition to the responsibilities

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[Name]

MOU ([insert type of Affiliate])

[Date]

undertaken by Affiliate in Section I, above, Affiliate agrees as follows:

(a) Periodic Reporting. Affiliate agrees to provide timely written reports about the Project and Affiliate's activities under this MOU, as may be reasonably requested by Creative Commons from time to time but no less than annually. CC agrees to provide Affiliate with reasonable notice in advance of any deadlines for submission of the reports, and will notify Affiliate of the format and requested content of the reports.

(b) Roadmaps. No less than annually after the effective date of this MOU, Affiliate will prepare and submit a proposed roadmap to CC detailing Affiliate's plans for undertaking and advancing the various components of the Project detailed in this MOU, including metrics for the Affiliate work (the "Roadmap"). CC will work with Affiliate to finalize the Roadmap, at which point the Roadmap will be published on the CC website. CC will provide guidance on the format and content of the Roadmap.

(c) Adherence to CC Policies. Affiliate must comply with all current CC policies published by CC on its website policies page (<http://creativecommons.org/policies>) (collectively, the "CC Policies"). For the avoidance of doubt (and by way of highlighting some policies, without limitation):

- (i) Affiliates shall 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 the performance of the activities described in Section 1(a) (Adaptation/Porting of CC Licenses), Section 1(b) ("Versioning Up" the Jurisdiction Licenses), Section 1(c) ("Linguistic Translation of CC0"), and Section 1(g) ("Localization; Jurisdiction Website"), above, but in this latter instance only to the extent the content thereon is duplicative or derived from content on the main CC website;
- (ii) Affiliate may not use CC's trademarks and logos for any purposes (including as a name for any entity or organization) other than as expressly permitted by the CC Policies or upon the prior written consent of CC; and
- (iii) Affiliate shall not under any circumstances host or attempt to host any CC Legal Tools (whether in human-readable, lawyer-readable or machine-readable formats, or any other forms or formats whatsoever).

- (d) Affiliate Team. Affiliate must provide CC with the names of all persons who are working with Affiliate and assisting Affiliate with the Project and in performance of its obligations under this MOU (the “Affiliate Team”). Affiliate must promptly advise CC of any changes to the composition of the Affiliate Team, and must promptly respond to requests from CC for current Affiliate Team information. Affiliate acknowledges and agrees that CC may record the names, titles, email addresses and other contact information about the members of the Affiliate Team, and will publish the name and contact information of at least one person (to be designated by Affiliate) on CC’s website for public contact purposes.
- (e) Expertise. Affiliate acknowledges and agrees that it must, to the extent that performance of its obligations under this MOU requires legal expertise, ensure that only properly trained lawyers perform those obligations. Upon the request of Creative Commons, Affiliate must inform CC of the identity of the legal personnel who are performing such obligations.
- (f) Cooperation and Responsiveness. Affiliate agrees to cooperate and respond promptly to Creative Commons with respect to the activities and obligations described in this MOU. This includes, without limitation, periodically reviewing Affiliate’s progress against the Roadmap, establishing metrics in collaboration with CC, and cooperating and participating constructively with other affiliates in the CC Affiliate Network. This also includes, without limitation, coordinating and cooperating with other CC affiliates operating in the Jurisdiction, to the extent that such other affiliates have similar, overlapping and/or distinct responsibilities vis-à-vis CC, whether under a memorandum of understanding or other agreement with Creative Commons.
- III. Additional CC Responsibilities. In addition to the responsibilities undertaken by CC in Section I, above, Creative Commons agrees as follows:
- (a) Hosting. CC is solely responsible for hosting any and all CC Legal Tools in human-readable, lawyer-readable and machine-readable formats, including without limitation the Jurisdiction Licenses, the international licenses (including any linguistic translations thereof), and CC0 (and any linguistic translations thereof).
- (b) Staff. CC agrees to make its staff reasonably available to Affiliate to collaborate in furtherance of the Project.
- (c) Adherence to CC Policies; New and Revised CC Policies. CC agrees to adhere to its undertakings set forth in the CC Policies, and to administer the CC Policies fairly and uniformly to members of its CC Affiliate Network except

where CC determines in its sole discretion that deviations are warranted or desirable. CC agrees to provide Affiliate with reasonable notice and an opportunity to comment on any new CC Policies and any material modifications to existing CC Policies. Notwithstanding the foregoing, CC reserves the right to make final decisions with respect to new and existing CC Policies, and to provide reasonable notice in advance of the effective date thereof.

(d) CC Updates and Information. CC agrees to use reasonable efforts to keep Affiliate updated about Creative Commons and its programs, events and activities, and the CC Legal Tools, including material and non confidential internal developments, planned public announcements, changes to existing CC programs and new program developments, and related matters.

(e) Cooperation and Responsiveness. CC agrees to cooperate and respond promptly to Affiliate with respect to the activities and obligations described in this MOU, which includes cooperating and participating constructively with the CC Affiliate Network.

IV. Termination. This MOU commences on the effective date set forth above, and shall terminate on the first to occur of the following:

(a) Upon mutual agreement of Affiliate and CC;

(b) By Creative Commons upon 15 calendar days prior written notice, upon material breach by Affiliate of any term of this MOU or an applicable CC Policy, provided that if such breach is susceptible of cure CC shall first give Affiliate written notice thereof and a reasonable opportunity to cure such breach (to be established by CC in its discretion), but which cure period shall not exceed 30 calendar days from the provision of such notice;

(c) By Creative Commons, upon 15 calendar days prior written notice, upon failure by Affiliate to make reasonable and/or consistent progress against the Roadmap or a Project component (including any timetables agreed to per the CC Policies); provided that CC will undertake to meet and confer with Affiliate in good faith in advance for the purpose of establishing a corrective plan, but which such conference period shall not exceed 30 calendar days from the provision of such notice;

(d) By either party, upon one party serving written notice of termination of the MOU for any reason whatsoever, which notice shall take effect 30 calendar days from the provision of such notice; or

(e) Immediately by Creative Commons, if CC determines in its sole discretion

that any of the activities contemplated by the MOU or the CC Policies in any way potentially jeopardizes or otherwise adversely affects CC or its legal status, standing or reputation.

V. General.

(a) Financial Obligations. Neither party has any financial obligation to any other party as a consequence of exercising its rights and performing its responsibilities under this MOU and/or the CC Policies unless otherwise agreed in advance in writing by the parties.

(b) Relationship Between Parties. The parties agree that Affiliate and CC are independent and separate entities. Neither is a partner, agent or employee of the other, and nothing in this MOU shall be construed to constitute the establishment of a joint venture. 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 CC Policies or authorized in advance in writing. No 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 CC Policies and/or expressly agreed to in advance in writing by authorized representatives of parties. For the avoidance of doubt, this means that Affiliate is not permitted to make any policy statement on behalf of CC on matters relating to the Project or other activities contemplated by this MOU without CC's prior written consent, and further means that Affiliate shall not raise funds or seek funding in the name of, or under the guise of this MOU or a relationship with, Creative Commons without CC's prior written consent.

(c) Non Exclusivity. Affiliate acknowledges and agrees that this MOU and Affiliate's work on the Project (or any part thereof) is non exclusive, such that CC may in its sole discretion choose to enter into similar or other agreements with other entities and individuals to collaborate on the Project and the activities described herein. Notwithstanding, CC agrees to make reasonable efforts to consult with Affiliate in advance of engaging another entity or person offering to undertake responsibilities materially similar to or overlapping with those outlined in this MOU, and to reach a mutual agreement thereon; provided, however, that Creative Commons reserves the exclusive right to make the final decision as to whether to do so and the terms of any such engagement.

(d) Confidential Information. Affiliate and CC each agree that, except as expressly stated in this MOU, the CC Policies and/or as expressly agreed between the parties from time to time, neither party receives any 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. Except as otherwise permitted by the CC Policies, Affiliate acknowledges and agrees that it must obtain the prior written consent of CC in advance of creating and using any logo or trademark that incorporates the name, trademarks, logos, images or buttons of CC.

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

(f) Restrictions on Lobbying. Affiliate acknowledges that CC is a non profit organization exempt from taxation under the United States Internal Revenue Code of 1986, as amended, and as such is subject to certain restrictions regarding lobbying activities. Affiliate understands and agrees that in connection with the performance of its responsibilities under this MOU, Affiliate shall not engage in lobbying, carrying on of propaganda or otherwise attempting to influence legislation in the Jurisdiction or elsewhere, as those purposes are defined by the United States Internal Revenue Code of 1986, as amended. If Affiliate is in doubt about whether its proposed activities may constitute lobbying, Affiliate must consult with Creative Commons prior to undertaking them.

(g) Choice of Law; Other. This MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of California, U.S.A., exclusive of its choice of law rules. The parties hereby consent to the exclusive jurisdiction of the U.S. federal and state courts located in San Francisco, California, U.S.A. in connection with any dispute arising out of or in connection with this MOU or its subject matter. If any provision of this MOU is held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the parties' fundamental intentions and understandings hereunder, and the remaining provisions shall not be affected or impaired. Any terms of this MOU may only be amended, modified or waived in a writing signed by the party or parties sought to be bound.

(h) No Assignment. Neither party may assign or otherwise transfer, by operation of law or otherwise, this MOU or any of the rights, licenses or

obligations hereunder. Any such purported transfer or assignment will be void. Subject to the foregoing sentence, this MOU shall bind and benefit the parties hereto and their respective successors and permitted assigns.

(i) Entire Agreement. This MOU constitutes the entire agreement between Affiliate and CC, and supersedes all prior agreements and understandings (including prior MOUs and/or affiliate agreements) between the parties with respect to the subject matter hereof.

[Signature page follows]

Discussion Draft

Creative Commons Corporation	[Insert Affiliate]
Name: Diane M. Peters Title: General Counsel	Name: _____ Title: _____
Date: _____	Dated: _____

Discussion Draft