

### BY-NC-SA 4.0 Changes Worksheet

BY-NC-SA Unported 3.0	BY-NC-SA 4.0	Comments
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<p><b>1. Definitions</b></p>	<p><b>Section 1 – Definitions.</b></p>	
<p><b>a.</b> "Adaptation" 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</p>	<p>(a) <b>Adaptation</b> means a work derived from or based upon the Licensed Work, in which the Licensed Work is adapted, arranged, altered, translated, transformed, recast or otherwise modified in a manner that requires permission under Applicable Copyright and Neighboring Rights. For purposes of this Public License and</p>	<p>Designed to make it more clear that definition of Adaptation is tied directly to applicable copyright and neighboring rights.  Made rules for collections, synching and technical requirements easier to find by including as a list in definition.</p>

<p>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 this License.</p>	<p>without regard to Applicable Copyright and Neighboring Rights,</p> <ul style="list-style-type: none"> <li>(1) assembling the Licensed Work and one or more separate works into a collective whole is not an Adaptation,</li> <li>(2) making modifications technically necessary to exercise rights granted under this Public License is not an Adaptation, and</li> <li>(3) where the Licensed Work is a musical work, performance or recording, the synchronization of the Licensed Work in timed-relation with a moving image is an Adaptation.</li> </ul>	
<p>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.</p>	<p>[Definition Removed]</p>	<p>Unnecessary in light of amended definition of Adaptation, so removed to better comply with international drafting conventions.</p>

<p>c. "Distribute" means to make available to the public the original and copies of the Work or Adaptation, as appropriate, through sale or other transfer of ownership.</p>	<p>[Incorporated in definition of Share below.]</p>	<p>Unnecessary in light of new defined term, so removed to better comply with international drafting conventions.</p>
<p>d. "License Elements" means the following high-level license attributes as selected by Licensor and indicated in the title of this License: Attribution, Noncommercial, ShareAlike.</p>	<p>(c) <b>License Conditions</b> means the high-level conditions set forth in Section 3 (Attribution, NonCommercial, and ShareAlike).</p>	<p>Rewritten for clarity.</p>
<p>e. "Licensor" means the individual, individuals, entity or entities that offer(s) the Work under the terms of this License.</p>	<p>(e) <b>Licensor</b> means the rights holder that offers the Licensed Work under this Public License.</p>	<p>Rewritten for clarity.</p>
<p>f. "Original Author" means, in the case of a literary or artistic work, the individual, individuals, entity or entities who created the Work or if no individual or entity can be identified, the publisher; and in addition (i) in the case of a performance the actors, singers, musicians, dancers, 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>[Definition Removed]</p>	<p>Unnecessary in light of new defined term, so removed to better comply with international drafting conventions.</p>
<p>g. "Work" means the literary and/or artistic work offered under the terms of</p>	<p>(d) <b>Licensed Work</b> means the literary, artistic or other work, content, material or</p>	<p>Designed to give notice about type of work covered and explain that license only applies</p>

<p>this License including without limitation any production in the literary, scientific and artistic domain, whatever may be the mode or form of its expression including digital form, such as a book, pamphlet and other writing; a lecture, address, sermon or other work of the same nature; a dramatic or dramatico-musical work; a choreographic work or entertainment in dumb show; a musical composition with or without words; a cinematographic work to which are assimilated works expressed by a process analogous to cinematography; a work of drawing, painting, architecture, sculpture, 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>production that is protected under Applicable Copyright and Neighboring Rights and is offered by Licensor under this Public License. The Licensed Work may be accompanied by or integrated with other work, content or material not covered by this Public License, such as public domain content or works owned by third parties.</p>	<p>to portions owned by licensor.</p>
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<p>the Licensor to exercise rights under this License despite a previous violation.</p>		
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<p>j. "Reproduce" means to make copies of the Work by any means including without limitation by sound or visual recordings and the right of fixation and reproducing fixations of the Work, including storage of a protected performance or phonogram in digital form or other electronic medium.</p>	<p>[Definition removed.]</p>	<p>Unnecessary in light of revised license grant language in Section 2(a), so removed to better comply with international drafting conventions.</p>
	<p>(b) <b>Applicable Copyright and Neighboring Rights</b> means copyright and performance, broadcast, phonogram and database rights that apply to use of the Licensed Work by You; <i>however</i>, for purposes of this Public License,</p>	<p>Designed to explain the bodies of law covered by the license grant and give licensees some indication of what law applies to their use of the licensed work.</p>

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