

The final report of Legal changes 25072008 by Dharmniti Law Office (DLO)

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1. Changes made to the unport CCL result from either (i) Thai Copyright Act does not recognize the term in question or (ii) the unport CCL contained some conceptual or jurisprudential reference peculiar to common law terms that is therefore omitted as irrelevant in Thai jurisdiction. Some of definitions have been shortened but also preserve the original content.
2. DLO has generally avoided giving examples in contract.
3. To avoid confusion, DLO changes the section, subsection and item from letter to number.

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In Thai jurisdiction, license is a contract, DLO deletes the above clause to avoid confusion. The highlighted part is added to make clear that these words, although used preceding the definition clause has the same meanings as given to them in the rest of the document.

1. Definitions

In this section, DLO takes the old definition out, uses the new definitions according to Thai Copyright Act, section 4 6 12, and changes some words as recommended by the CCI's checklist and guidelines.

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DLO edits first paragraph to make it more clearly, deletes "Subject to Section 8(f)" according to CCI's guideline & check-list and takes one clause in 3.2 out because it is an example.

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DLO puts the CCL unport version in 4.2.3 according to CCI's suggestion, deletes the example in 4.2.3 & a word 4(b) in the above sentence, move the clause "the terms of" from 4.2.1 to 4.2 and adds some word to define applicable license more precisely.

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DLO deletes the last clause to avoid confusion and adds "and damages" pursuant to Thai law.

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DLO deletes section 4. e i because Thailand is the jurisdiction in which the right to collect royalties can be waived according to section 15 (5) of Thai Copyright Act and adds some new words pursuant to Thai law.

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DLO changes the whole section 4.6 to be similar with Thai Copyright Act, section 18, Article 6 bis of The Berne Convention for the Protection of Literary and Artistic Works (http://www.wipo.int/treaties/en/ip/berne/trtdocs_wo001.html#P123_20726) and CCI's suggestions.

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DLO deletes the clause "on any legal theory" because of reasons given in changes made to Section 6.

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