

Frequently Asked Questions

From CC Wiki

These FAQs are designed to provide a better understanding of Creative Commons, our licenses, and our other legal and technical tools. They provide basic information, sometimes about fairly complex topics, and will often link to more detailed information.

- Other CC FAQs: CC0 Public Domain Dedication and Public Domain Mark.
- "Licensor", "rights holder", "owner", and "creator" may be used interchangeably to refer to the person or entity applying a CC license.
- Information about the licenses is primarily made with reference to the 4.0 suite, but earlier license versions are mentioned where they differ.
- Have a question that isn't answered here? Contact info@creativecommons.org.

Creative Commons does not provide legal advice. This FAQ is for informational purposes and is not a substitute for legal advice. It may not cover important issues that affect you. You should consult with your own lawyer if you have questions.

Questions

Most Frequently Asked Questions

1. Can Creative Commons give legal advice about its licenses or other tools, or help with CC license enforcement?
2. Who gives permission to use material offered under Creative Commons licenses?
3. How do I properly attribute material offered under a Creative Commons license?
4. What if CC licenses have not been ported to my jurisdiction (country)?
5. When is my use considered an adaptation?
6. Does my use violate the NonCommercial clause of the licenses?
7. Can I apply a Creative Commons license to software?
8. How can I change or remove the Creative Commons search option built into the Firefox browser?
9. Can I change the license terms or conditions?

About CC

1. What is Creative Commons and what do you do?
2. Is Creative Commons against copyright?
3. What does "Some Rights Reserved" mean?
4. Can Creative Commons give legal advice about its licenses or other tools, or help with CC license enforcement?
5. Does Creative Commons collect or track material licensed under a CC license?
6. What do the Creative Commons buttons do?
7. May I use the Creative Commons logo and buttons?
8. I love Creative Commons. How can I help?
9. Why does Creative Commons run an annual fundraising campaign? What is the money used for and where does it go?

General License Information

1. What are Creative Commons licenses?
2. How do CC licenses operate?
3. Which is the latest version of the licenses offered by Creative Commons?
4. Do Creative Commons licenses affect exceptions and limitations to copyright, such as fair dealing and fair use?
5. Who gives permission to use material offered under Creative Commons licenses?
6. Are Creative Commons licenses enforceable in a court of law?
7. What happens if someone applies a CC license to my work without my knowledge or authorization?
8. What are the international ("unported") Creative Commons licenses, and why does CC offer "ported" licenses?
9. Can I include a work licensed with CC BY in a Wikipedia article even though they use a CC BY-SA license?
10. Can governments and intergovernmental organizations ("IGOs") use CC licenses?
11. What are the official translations of the CC licenses and CC0?

12. What is a BY-SA Compatible License?

For Licensors

NB: You should never apply a CC license to a work unless you have all the permissions you need to do so.

Choosing a license

1. What things should I think about before I apply a Creative Commons license?
2. How should I decide which license to choose?
3. Why should I use the latest version of the Creative Commons licenses?
4. What if CC licenses have not been ported to my jurisdiction?
5. Should I choose an international license or a ported license?
6. Why should I use the license chooser? What if I don't?
7. How do I apply a Creative Commons license to my material?
8. Do I need to register with Creative Commons before I obtain a license?

What can I license?

1. What do the terms and conditions of a CC license apply to?
2. Can I apply a Creative Commons license to software?
3. Can I apply a Creative Commons license to databases?
4. Could I use a CC license to share my logo or trademark?
5. May I apply a Creative Commons license to a work in the public domain?
6. If I take a photograph of another work that is out of copyright and in the public domain, can I apply a CC license to my photo?
7. May I apply a CC license to my work if it incorporates material used under fair use or another exception or limitation to copyright?

Rights other than copyright

1. Can I use CC licenses to license rights other than copyright?
2. How do Creative Commons licenses affect my moral rights, if at all?
3. Can I place a trademark on a work and offer the work under a CC license without also licensing or affecting rights in the trademark?
4. How are publicity, privacy, and personality rights affected when I apply a CC license?

Business models

1. Can I apply a CC license to low-resolution copies of a licensed work and reserve more rights in high-resolution copies?
2. Can I use a Creative Commons license if I am a member of a collecting society?
3. Can I still make money from a work I make available under a Creative Commons license?

Alterations and additions to the license

1. Can I insist on the exact placement of the attribution credit?
2. Can I change the license terms or conditions?
3. Can I waive license terms or conditions?
4. Can I enter into separate or supplemental agreements with users of my work?

After licensing

1. What happens if I offer my materials under a Creative Commons license and someone misuses them?
2. What can I do if I offer my material under a Creative Commons license and I do not like the way someone uses it?
3. What do I do if someone tries to place effective technological measures (such as DRM) on my CC-licensed material?
4. When I release my work under a CC license in one format (e.g., .pdf), can I restrict licensees from changing it to or using it in other formats?
5. What if I change my mind about using a CC license?

For Licensees

Before using CC-licensed material

1. What should I think about before using material offered under a Creative Commons license?
2. Does a Creative Commons license give me all the rights I need to use the work?
3. What if there are sui generis database rights that apply to my use of a CC-licensed database?
4. Where can I find material offered under a CC license?
5. Are Creative Commons works really free to use?
6. What should I know about differences between the international licenses and the ported licenses?

General license compliance

1. What happens if I want to use the material in a way that is not permitted by the license?
2. Do I always have to comply with the license terms? If not, what are the exceptions?

Attribution

1. How do I properly attribute material offered under a Creative Commons license?
2. Do I need to be aware of anything else when providing attribution?
3. Do I always have to attribute the creator of the licensed material?

Using licensed material

1. Does my use violate the NonCommercial clause of the licenses?
2. Can I take a CC-licensed work and use it in a different format?
3. How do I know if a low-resolution photo and a high-resolution photo are the same work?
4. Can I use effective technological measures (such as DRM) when I share CC-licensed material?
5. Can I share CC-licensed material on password-protected sites?
6. Can I share CC-licensed material on file-sharing networks?

Additional restrictions on licensed material

1. What if I received CC-licensed material encumbered with effective technological measures (such as DRM)?
2. What if I have received CC-licensed material with additional restrictions?

Combining and adapting CC material

1. When is my use considered an adaptation?
2. Can I combine material that uses different Creative Commons licenses into my work?
3. If I derive or adapt material offered under a Creative Commons license, which CC license(s) can I use?
4. If I create a collection that includes a work offered under a CC license, which license(s) may I choose for the collection?

License termination

1. When do Creative Commons licenses expire?
2. What happens if the author decides to revoke the CC license to material I am using?
3. How can I lose my rights under a Creative Commons license? If that happens, how do I get them back?

Technical Questions

1. How do Creative Commons licenses and public domain tools work technically?
2. What does it mean that Creative Commons licenses are "machine-readable"?
3. What is RDFa?
4. What is CC REL and why does Creative Commons recommend it?
5. What does it mean for a search engine to be CC-enabled?
6. How do I give users of my site the option to use CC licensing like Flickr does?
7. How do I change/remove the Creative Commons search options built into the Firefox browser?
8. Is Creative Commons involved in digital rights management (DRM)?

Legal Background

1. What is copyright and why does it matter?

2. What is the public domain?
3. What do I need to do to get a copyright?
4. What is an adaptation?
5. What are moral rights?
6. What are neighboring rights?
7. What are sui generis database rights?
8. What are collecting societies?
9. What are publicity, personality, and privacy rights?

Data

Frequently asked questions about data and CC licenses

1. Can databases be released under CC licenses?
2. When a CC license is applied to a database, what is being licensed?
3. How do I apply a CC legal tool to a database?
4. How do the different CC license elements operate for a CC-licensed database?
5. Can I conduct text/data mining on a CC-licensed database?
6. How does the treatment of sui generis database rights vary in prior versions of CC licenses?
7. What is the difference between the Open Data Commons licenses and the CC 4.0 licenses?

Frequently asked questions about data, generally

1. Which components of databases are protected by copyright?
2. How do I know whether a particular use of a database is restricted by copyright?
3. If my use of a database is restricted by copyright, how do I comply with the license?
4. Which components of a database are protected by sui generis database rights?
5. How do I know whether a particular use of a database is restricted by sui generis database rights?
6. What constitutes a “substantial portion” of a database?
7. If my use of a database is restricted by sui generis database rights, how do I comply with the license?

About CC

What is Creative Commons and what do you do?

Creative Commons is a global nonprofit organization that enables sharing and reuse of creativity and knowledge through the provision of free legal tools. Our legal tools help those who want to encourage reuse of their works by offering them for use under generous, standardized terms; those who want to make creative uses of works; and those who want to benefit from this symbiosis. Our vision is to help others realize the full potential of the internet. CC has affiliates all over the world (<http://creativecommons.org/international/>) who help ensure our licenses work internationally and who raise awareness of our work.

Although Creative Commons is best known for its licenses, our work extends beyond just providing copyright licenses. CC offers other legal and technical tools that also facilitate sharing and discovery of creative works, such as CC0 (<http://creativecommons.org/choose/zero/>), a public domain dedication for rights holders who wish to put their work into the public domain before the expiration of copyright, and the Public Domain Mark (<http://creativecommons.org/publicdomain/mark/1.0>), a tool for marking a work that is in the worldwide public domain. Creative Commons licenses and tools were designed specifically to work with the web, which makes content that is offered under their terms easy to search for, discover, and use.

For more information about CC, our main website (<http://creativecommons.org>) contains in-depth information about the organization (<http://creativecommons.org/about/>), its staff and board of directors (<http://creativecommons.org/staff/>), its history (<http://creativecommons.org/about/history>), and its supporters (<https://support.creativecommons.org/supporters>). You can also read CC case studies (http://wiki.creativecommons.org/Case_Studies) to learn about some of the inspiring ways CC licenses and tools have been used to share works and support innovative business models. You can find regularly updated information about CC by visiting the blog (<http://creativecommons.org/weblog>).

Is Creative Commons against copyright?

Absolutely not. CC has responded to claims to the contrary (<http://creativecommons.org/weblog/entry/22643>). CC licenses are copyright licenses, and depend on the existence of copyright to work. CC licenses are legal tools that creators and other rights

holders can use to offer certain usage rights to the public, while reserving other rights. Those who want to make their work available to the public for limited kinds of uses while preserving their copyright may want to consider using CC licenses. Others who want to reserve all of their rights under copyright law should not use CC licenses.

That said, Creative Commons recognizes the need for change in copyright law, and many members of the Creative Commons community are active participants in the copyright reform movement. For more information, see our statement in support of copyright reform (<http://creativecommons.org/about/reform>).

What does "Some Rights Reserved" mean?

Copyright grants to creators a bundle of exclusive rights over their creative works, which generally include, at a minimum, the right to reproduce, distribute, display, and make adaptations. The phrase "All Rights Reserved" is often used by owners to indicate that they reserve all of the rights granted to them under the law. When copyright expires, the work enters the public domain, and the rights holder can no longer stop others from engaging in those activities under copyright, with the exception of moral rights reserved to creators in some jurisdictions. Creative Commons licenses offer creators a spectrum of choices between retaining all rights and relinquishing all rights (public domain), an approach we call "Some Rights Reserved."

Can Creative Commons give legal advice about its licenses or other tools, or help with CC license enforcement?

No. Creative Commons is not a law firm and does not provide legal advice or legal services. CC is similar to a self-help service that offers free, form-based legal documents for others to use. These FAQ answers many of the most common questions. There is also specialized information available on the following pages:

- [Marking practices for creators](#)
- [Marking practices for reusers](#)
- [Data FAQ](#)
- [Differences between CC license versions](#)
- [Differences between jurisdiction ports of earlier license versions](#)
- [Public domain mark FAQ](#)
- [CC0 FAQ](#)

While CC does provide this informational guidance about its licenses and other tools, this information may not apply to your particular situation, and should never be taken as legal advice.

If you're looking for legal advice about using CC licenses and other tools, we recommend contacting the Creative Commons affiliate in your jurisdiction. CC affiliates are highly connected to the communities of copyright lawyers in their countries. We also offer a list of lawyers and organizations who have identified themselves as willing to provide information to others about CC licensing issues. However, please note that CC does not provide referral services, and does not endorse or recommend any person on that list.

Does Creative Commons collect or track material licensed under a CC license?

No, CC does not collect content or track licensed material. However, CC builds technical tools that help the public search for and use works licensed under our licenses and other legal tools, and many others have built such tools as well. CC Search (<http://search.creativecommons.org/>) is one tool developed by CC to help the public discover works offered under Creative Commons licenses on the internet via CC-aware search engines and repositories.

What do the Creative Commons buttons do?

The CC buttons are a shorthand way to convey the basic permissions associated with material offered under CC licenses. Creators and owners who apply CC licenses to their material can download and apply those buttons (<http://creativecommons.org/about/downloads>) to communicate to users the permissions granted in advance. When the material is offered online, the buttons should usually link out to the human-readable license deeds (which, in turn, link to the license itself).

May I use the Creative Commons logo and buttons?

You may download high resolution versions (<http://creativecommons.org/about/downloads>) of the Creative Commons logos and use them in connection with your work or your website, provided you comply with our policies (<http://creativecommons.org/policies>). Among other things, if you use the logos on a website or on your work, you may not alter the logos in any respect—such as by changing the font, the proportions, or the colors. CC's buttons, name, and corporate logo (the "CC" in a circle) are trademarks of Creative Commons. You cannot use them in ways not permitted by our policies

unless you first receive express, written permission. This means, for example, that you cannot (without our permission) print your own buttons and t-shirts using CC logos, although you can purchase them in CC's store (<https://creativecommons.net/store/>).

I love Creative Commons. How can I help?

Please support CC by making a donation through our support page (<http://creativecommons.net/>). If you give \$50 or more, you can get a special-edition t-shirt only available to CC supporters. Donations and shipping information can be handled through PayPal or by credit card. You can also support CC by visiting our store (<http://creativecommons.net/store/>).

CC always welcomes your feedback, which you can provide by emailing info@creativecommons.org (<mailto:info@creativecommons.org>). You can also participate in CC's email discussion lists (<http://creativecommons.org/contact#discuss>) and share feedback and ideas in one of those forums.

If you are a software developer, sysadmin, or have other technical expertise, please join our developer community (<http://lists.ibiblio.org/mailman/listinfo/cc-devel>) and help build the tools that build the commons.

Finally, one of the best ways to support CC is by supporting our causes yourself. Follow our blog (<http://creativecommons.org/weblog/>) to find out about current issues where you can help get involved and spread the word, and advocate for free and open licensing in your own communities.

Why does Creative Commons run an annual fundraising campaign? What is the money used for and where does it go?

Creative Commons is a global nonprofit organization that enables sharing and reuse of creativity and knowledge through free legal tools, with affiliates all over the world who help ensure our licenses work internationally and raise awareness about our work. Our tools are free, and our reach is wide.

In order to...

- continue developing our licenses and public domain tools to make sure they are legally and technically up-to-date around the world,
- help creators implement these tools on websites through best practices and individual assistance,
- enable CC licensing on major content-sharing platforms,
- enhance CC-licensed resource search and discovery,
- advocate for CC licensing and open policies in education (<http://creativecommons.org/education>), science (<http://creativecommons.org/science>), and culture (<http://creativecommons.org/culture>), and
- myriad other activities we're forgetting to mention, such as all the everyday boring but essential operations that go into running an organization

...we need \$ to make it all happen! For more information, please take a look at our Annual Report (<http://dispatches.creativecommons.org/>).

Creative Commons has always relied on the generosity of both individuals and organizations to fund its ongoing operations. It is essential we have the public's support because it is the creators and users of CC material who make our tools relevant in this digital age. They depend on the tools and services CC provides through their reuse and remix of the rich, open resources available on Wikipedia (<http://en.wikipedia.org>), Flickr (<http://www.flickr.com>), SoundCloud (<http://soundcloud.com/>), Vimeo (<http://www.vimeo.com/>), Europeana (<http://www.europeana.eu/>), MIT OpenCourseWare (<http://ocw.mit.edu/>), the Library of Science (<http://www.plos.org/Public>), Al Jazeera (<http://www.aljazeera.com/>), and YouTube (<http://youtube.com>)—just to name a few. Many of these people donate \$10, \$25, or \$50 to CC, to help keep it up and running so we can continue to provide our tools and services for free, as a nonprofit organization. The more people who donate (<https://creativecommons.net/>) to CC, the more independent it will remain.

General License Information

What are Creative Commons licenses?

Creative Commons licenses (<http://creativecommons.org/licenses>) provide an easy way to manage the copyright terms that attach automatically to all creative material under copyright. Our licenses allow that material to be shared and reused under terms that are flexible and legally sound. Creative Commons offers a core suite of six copyright licenses. Because there is no single "Creative Commons license," it is important to identify which of the six licenses (<http://creativecommons.org/licenses/>) you are applying to your material, which of the six licenses has been applied to material that you intend to use, and in both cases the specific version.

All of our licenses require that users provide attribution (BY) to the creator when the material is used and shared. Some licensors choose the BY license, which requires attribution to the creator as the only condition to reuse of the material. The other five licenses combine BY with one or more of three additional license elements: NonCommercial (NC), which prohibits commercial use of the material; NoDerivatives (ND), which prohibits the sharing of adaptations of the material; and ShareAlike (SA), which requires adaptations of the material be released under the same license.

CC licenses may be applied to any type of work, including educational resources, music, photographs, databases, government and public sector information, and many other types of material. The only categories of works for which CC does not recommend its licenses are computer software and hardware. You should also not apply Creative Commons licenses to works that are no longer protected by copyright or are otherwise in the public domain. Instead, for those works in the worldwide public domain, we recommend that you mark them with the Public Domain Mark (<http://creativecommons.org/about/pdm>).

How do CC licenses operate?

CC licenses are operative only when applied to material in which a copyright exists, and even then only when a particular use would otherwise not be permitted by copyright. Note that the latest version of CC licenses also applies to rights similar to copyright, such as neighboring rights and sui generis database rights. Learn more about the scope of the licenses. This means that CC license terms and conditions are **not** triggered by uses permitted under any applicable exceptions and limitations to copyright, nor do license terms and conditions apply to elements of a licensed work that are in the public domain. This also means that CC licenses do not contractually impose restrictions on uses of a work where there is no underlying copyright. This feature (and others) distinguish CC licenses from some other open licenses like the ODbL (<http://opendatacommons.org/licenses/odbl/>) and ODC-BY (<http://opendatacommons.org/licenses/by/>), both of which are intended to impose contractual conditions and restrictions (<http://opendatacommons.org/faq/licenses/#db-versus-contents>) on the reuse of databases in jurisdictions where there is no underlying copyright or sui generis database right.

All CC licenses are non-exclusive: creators and owners can enter into additional, different licensing arrangements for the same material at any time (often referred to as “dual-licensing” or “multi-licensing”). However, CC licenses are not revocable once granted unless there has been a breach, and even then the license is terminated only for the breaching licensee.

There are also videos and comics (<http://creativecommons.org/videos/>) that offer visual descriptions of how CC licenses work.

Which is the latest version of the licenses offered by Creative Commons?

In November 2013, Creative Commons published the version 4.0 license suite. These licenses are the most up-to-date licenses offered by CC, and are recommended over all prior versions. You can see how the licenses have been improved over time on the license versions page. 4.0 has been drafted to be internationally valid, and will have official translations becoming available after publication.

Do Creative Commons licenses affect exceptions and limitations to copyright, such as fair dealing and fair use?

No. By design, CC licenses do not reduce, limit, or restrict any rights under exceptions and limitations to copyright, such as fair use (http://en.wikipedia.org/wiki/Fair_use) or fair dealing (http://en.wikipedia.org/wiki/Fair_dealing). If your use of CC-licensed material would otherwise be allowed because of an applicable exception or limitation, you do not need to rely on the CC license or comply with its terms and conditions. This is a fundamental principle of CC licensing.

Who gives permission to use material offered under Creative Commons licenses?

Our licenses and legal tools are intended for use by anyone who holds copyright in the material. This is often, but not always, the creator.

Creative Commons offers licenses and tools to the public free of charge and does not require that creators or other rights holders register with CC in order to apply a CC license to a work. This means that CC does not have special knowledge of who uses the licenses and for what purposes, nor does CC have a way to contact creators beyond means generally available to the public. CC has no authority to grant permission on behalf of those persons, nor does CC manage those rights on behalf of others.

If you would like to obtain additional permissions to use the work beyond those granted by the license that has been applied, or if you're not sure if your intended use is permitted by the license, you should contact the rights holder.

Are Creative Commons licenses enforceable in a court of law?

Creative Commons licenses are drafted to be enforceable around the world, and have been enforced in court

(http://wiki.creativecommons.org/Case_Law) in various jurisdictions. To CC's knowledge, the licenses have never been held unenforceable or invalid.

CC licenses contain a “severability” clause. This allows a court to eliminate any provision determined to be unenforceable, and enforce the remaining provisions of the license.

What happens if someone applies a Creative Commons license to my work without my knowledge or authorization?

CC alerts prospective licensors (http://wiki.creativecommons.org/Before_Licensing) they need to have all necessary rights before applying a CC license to a work. If that is not the case and someone has marked your work with a CC license without your authorization, you should contact that person and tell them to remove the license from your work. You may also wish to contact a lawyer. Creative Commons is not a law firm and cannot represent you or give you legal advice, but there are lawyers who have identified themselves as interested in representing people in CC-related matters.

What are the international (“unported”) Creative Commons licenses, and why does CC offer “ported” licenses?

One of CC's goals is ensuring that all of its legal tools work globally, so that anyone anywhere in the world can share their work on globally standard terms. To this end, CC offers a core suite of six international copyright licenses (formerly called the “unported”) that are drafted based largely on various international treaties governing copyright (<http://www.wipo.int/copyright/en/treaties.htm>), taking into account as many jurisdiction-specific legal issues as possible. The latest version (4.0) has been drafted with particular attention to the needs of international enforceability.

For version 3.0 and earlier, Creative Commons has also offered ported versions of its six core licenses for many jurisdictions (which usually correspond to countries, but not always). These ported licenses are based on the international license suite but have been modified to reflect local nuances in the expression of legal terms and conditions, drafting protocols, and language. The ported licenses and the international licenses are all intended to be legally effective everywhere. CC expects that few, if any, ports will be necessary for 4.0.

CC recommends that you take advantage of the improvements in the 4.0 suite explained on the license versions page unless there are particular considerations you are aware of that would require a ported license.

Can I include a work licensed with CC BY in a Wikipedia article even though they use a CC BY-SA license?

Yes. Works licensed under CC BY may be incorporated into works that are licensed under CC BY-SA. For example, you may incorporate a CC BY photograph into a Wikipedia article so long as you keep all copyright notices intact, provide proper attribution, and otherwise comply with the terms of CC BY. Learn more (<http://creativecommons.org/licenses/>) about the licenses.

Can governments and intergovernmental organizations (“IGOs”) use CC licenses?

Yes, anyone may use CC licenses for material they own, including governments and IGOs, and these institutions frequently use CC licenses on their copyrightable material. The reasons for doing so vary, and often include a desire to maximize the impact and utility of works for educational and informational purposes, and to enhance transparency.

Creative Commons licenses have desirable features (<http://creativecommons.org/licenses/>) that make them the preferred choice over custom licenses. CC licenses are standard and interoperable, which means material published by different creators using the same type of CC license can be translated, modified, compiled, and remixed without legal barriers depending on the particular license applied. Creative Commons licenses are also machine-readable, allowing CC-licensed works to be easily discovered via search engines such as Google. These features maximize distribution, reuse, and impact of works published by governments and IGOs.

Though we encourage anyone to use version 4.0, which is internationally valid and may be used by individuals as well as organizations, there is an IGO ported version of 3.0 that IGOs may also use. Read more about how governments and IGOs use and leverage CC licenses and legal tools, considerations for using our licenses, and how they operate in the IGO context.

What are the official translations of the CC licenses and CC0?

Official language translations will be available for the 4.0 licenses and CC0. When you license your own work, you may use or link to the text of any available official translation. When you reuse CC-licensed material, you may comply with the license conditions by referring to any available official translation of the license. These translations are linguistic translations of the English version which adhere as closely as possible to the original text. These translations have been done by our affiliates in accordance with the Legal Code Translation Policy and with the oversight and detailed review of the CC legal team. Note that

these are equivalents of the original English; these translations are *not* jurisdiction ported versions. You may find a list of all available translations [here](#).

For versions 3.0 and earlier, official translations are not available. Some unofficial translations were made for informational purposes only. (Jurisdiction ported versions of version 3.0 and earlier were generally published in the official language(s) of the appropriate jurisdiction. However, the ported licenses are not equivalent to the international licenses, and do not serve as substitutable references for purposes of complying with the terms and conditions of the licenses.)

What is a BY-SA Compatible License?

A BY-SA Compatible License is a license officially designated by Creative Commons pursuant to the ShareAlike compatibility process (https://wiki.creativecommons.org/ShareAlike_compatibility_criteria). Once deemed a BY-SA Compatible License, you may use the license to publish your contributions to an adaptation of a BY-SA work. To see the list of BY-SA Compatible Licenses, [click here](https://creativecommons.org/compatiblelicenses) (<https://creativecommons.org/compatiblelicenses>). Learn more about ShareAlike compatibility [here](https://wiki.creativecommons.org/ShareAlike_compatibility) (https://wiki.creativecommons.org/ShareAlike_compatibility).

For Licensors

Choosing a license

What things should I think about before I apply a Creative Commons license?

Applying a Creative Commons license to your material is a serious decision. When you apply a CC license, you give permission to anyone to use your material for the full duration of applicable copyright and similar rights.

CC has identified some things that you should consider before you apply a CC license, some of which relate to your ability to apply a CC license at all. Here are some highlights:

- Is the material copyrightable? If not, is it subject to neighboring rights or sui generis database rights? CC licenses do not apply to material in the public domain. Different countries have different standards for what is in the public domain.
- Do you own the material you want to license? If not, are you otherwise authorized to license it under the specific CC license you are interested in using? You should not apply a license to material that you do not own or that you are not authorized to license.
- Are you aware that CC licenses are not revocable? You are free to stop offering material under a CC license at any time, but this will not affect the rights associated with any copies of your work already in circulation. (Any particular licensee may lose his or her rights after violating the license, but this does not affect continual use of the work by other licensees.)
- Are you a member of a collecting society? If you are, you should make sure that you are able to use CC licenses for your materials.
- Always read the terms and conditions of the specific license you plan to apply. Additionally, there are several terms that may differ in the earlier versions of the license, both unported and ported. If you choose to use a pre-4.0 version or any ported version, clauses such as choice of law may affect your desired choice of license.

How should I decide which license to choose?

If you are unsure which license best suits your needs, there are plenty of resources to help rights holders choose the right CC license. CC Australia has developed a flow chart (<http://creativecommons.org.au/learn-more/fact-sheets/which-creative-commons-licence-is-right-for-me-poster>) that may be useful in helping you settle on the right license for your work. Creative Commons has also compiled a list of examples (<http://creativecommons.org/examples>) that demonstrate how various licenses fit into licensors' overall strategies. You can also read case studies (<http://thepowerofopen.org/>) of others who are using CC licenses. The CC community can also respond to questions, and may have already addressed issues you raise. The CC community email discussion lists (<http://creativecommons.org/discuss>) and discussion archives may be useful resources.

Finally, you may also want to consult with a lawyer to obtain advice on the best license for your needs.

Why should I use the latest version of the Creative Commons licenses?

The latest version of the Creative Commons licenses is version 4.0. You should always use the latest version of the Creative Commons licenses in order to take advantage of the many improvements described on the license versions page. In particular, 4.0 is meant to be better suited to international use, and use in many different contexts, including sharing data.

What if CC licenses have not been ported to my jurisdiction?

All CC licenses are intended to work worldwide. Unless you have a specific reason to use a ported license, we suggest you consider using one of the international licenses. 4.0 will support official translations of the international license for those who wish to use the licenses in another language.

As of version 4.0, CC is discouraging ported versions, and has placed a hold on new porting projects following its publication until sometime in 2014. At that point, CC will reevaluate the necessity of porting in the future.

Should I choose an international license or a ported license?

We recommend that you use a version 4.0 international license. This is the most up-to-date version of our licenses, drafted after broad consultation with our global network of affiliates, and it has been written to be internationally valid. There are currently no ports of 4.0, and it is planned that few, if any, will be created.

All of the ported licenses are at version 3.0 or earlier, which means licensors using those licenses do not have the benefit of the improvements made in the 4.0 license suite. But even before considering the improvements in 4.0, there are several reasons why the international licenses may be preferable for rights holders, even if the licenses have been ported to their jurisdiction. As an organization, CC itself licenses all of its own content under an international license because, among other reasons, the international licenses are essentially jurisdiction-neutral while remaining effective globally. The neutral nature of the international licenses appeals to many people and organizations, particularly for use in connection with global projects that transcend political borders. Finally, it is important to know that some of the ported licenses contain a choice of law provision, which may be undesirable for your needs.

However, some rights holders still choose a license ported to their local jurisdiction because they believe their needs are not sufficiently met by the international licenses. If the licenses have been ported to your jurisdiction and you feel that the ported licenses better account for some aspect of local legislation, then you may wish to consider a ported license.

You can use our jurisdiction database to compare international licenses and ports on these issues and others, such as whether a ported license contains a choice of law or forum selection clause.

Why should I use the license chooser? What if I don't?

Licensors are not required to use the CC license chooser (<http://creativecommons.org/choose/>) or provide any information about themselves or their material when applying a CC license to their material. However, using the license chooser enables licensors to take advantage of the "machine readable" layer of CC licenses. Our machine-readable code enhances the discoverability of your work because that code allows software, search engines, and other tools to recognize when something is licensed under a CC license. The code also facilitates attribution: when users click on the CC button placed on your site, they will be linked directly to HTML code that they can cut and paste to provide attribution.

How do I apply a Creative Commons license to my material?

For online material: Select the license that is appropriate for your material from the CC license chooser (<http://creativecommons.org/choose/>) and then follow the instructions to include the HTML code. The code will automatically generate a license button and a statement that your material is licensed under a CC license. If you are only licensing part of a work (for example, if you have created a video under a CC license but are using a song under a different license), be sure to clearly mark which parts are under the CC license and which parts are not. The HTML code will also include metadata, which allows the material to be discovered via Creative Commons-enabled search engines (<http://search.creativecommons.org/>).

For offline material: Identify which license you wish to apply to your work and either (a) mark your work with a statement such as, "This work is licensed under the Creative Commons [insert description] License. To view a copy of the license, visit [insert url]"; or (b) insert the applicable license buttons with the same statement and URL link.

For third-party platforms: Many media platforms like Flickr (<http://www.flickr.com/>), YouTube (<http://www.youtube.com/>), and SoundCloud (<https://soundcloud.com/>) have built-in Creative Commons capabilities, letting users mark their material with a CC license through their account settings. The benefit of using this functionality is that it allows other people to find your content when searching on those platforms for CC-licensed material (<http://search.creativecommons.org/>). If the platform where you're uploading your content does not support CC licensing, you can still identify your content as CC-licensed in the text description of your content.

Legally, these three options are the same. The only difference between applying a CC license offline rather than online is that marking a work online with metadata will ensure that users will be able to find it through CC-enabled search engines.

CC offers resources on the best practices for marking your material and on how to mark material in different media (.pdf).

Do I need to register with Creative Commons before I obtain a license?

No. CC offers its licenses, code, and tools to the public free of charge, without obligation. You do not need to register with Creative Commons to apply a CC license to your material; it is legally valid as soon as you apply it to any material you have the legal right to license.

CC does not require or provide any means for creators or other rights holders to register use of a CC license, nor does CC maintain a database of works distributed under Creative Commons licenses. CC also does not require registration of the work with a national copyright agency.

What do the terms and conditions of a CC license apply to?

Although CC licenses get attached to tangible works (such as photos and novels), the license terms and conditions apply to the licensor's copyright in the licensed material. The public is granted "permission to exercise" those rights in any medium or format. It is the expression that is protected by copyright and covered by the licenses, not any particular medium or format in which the expression is manifested. This means, for example, that a CC license applied to a digitized copy of a novel grants the public permission under copyright to use a print version of the same novel on the same terms and conditions (though you may have to purchase the print version from a bookstore).

Can I apply a Creative Commons license to software?

We recommend against using Creative Commons licenses for software. Instead, we strongly encourage you to use one of the very good software licenses which are already available. We recommend considering licenses made available (<https://www.gnu.org/licenses/license-recommendations.html>) by the Free Software Foundation (<http://www.fsf.org/>) or listed as "open source" (<http://opensource.org/licenses>) by the Open Source Initiative (<http://www.opensource.org/>).

Unlike software-specific licenses, CC licenses do not contain specific terms about the distribution of source code, which is often important to ensuring the free reuse and modifiability of software. Many software licenses also address patent rights, which are important to software but may not be applicable to other copyrightable works. Additionally, our licenses are currently not compatible with the major software licenses, so it would be difficult to integrate CC-licensed work with other free software. Existing software licenses were designed specifically for use with software and offer a similar set of rights to the Creative Commons licenses.

Our licenses are currently not compatible with the GPL (<http://www.dwheeler.com/essays/gpl-compatible.html>), though the CC0 Public Domain Dedication **is** GPL-compatible and acceptable for software. For details, see the relevant CC0 FAQ entry. We are looking into compatibility of BY-SA with GPL in the future; see the license compatibility page (<http://creativecommons.org/compatiblelicenses>) for more information.)

While we recommend against using a CC license on software itself, CC licenses may be used for software documentation, as well as for separate artistic elements such as game art or music.

Can I apply a Creative Commons license to databases?

Yes. CC licenses can be used on databases. In the 4.0 license suite, applicable sui generis database rights are licensed under the same license conditions as copyright. Many governments and others use CC licenses for data and databases.

For more detailed information about how CC licenses apply to data and databases, visit our detailed Data FAQ.

Could I use a CC license to share my logo or trademark?

Creative Commons does not recommend using a CC license on a logo or trademark. While a logo or trademark can be covered by copyright laws in addition to trademark laws, the special purposes of trademarks make CC licenses an unsuitable mechanism for sharing them in most cases. Generally, logos and trademarks are used to identify the origin of a product or service, or to indicate that it meets a specific standard or quality. Allowing anyone to reuse or modify your logo or trademark as a matter of copyright could result in your inability to limit use of your logo or trademark selectively to accomplish those purposes. Applying a CC license to your trademarks and logos could even result in a loss of your trademark rights altogether. See below for more about how to license material that includes a trademark or logo.

There are other ways to share your logos and trademarks widely while preserving your trademark rights. Establishing a trademark policy that grants permissions in advance for limited uses is one common alternative. Mozilla (<http://www.mozilla.org/foundation/trademarks/policy.html>), Wikimedia (<http://wikimediafoundation.org>)

/wiki/Trademark_policy), and Creative Commons (<http://creativecommons.org/policies>) have each published policies that accomplish the dual objectives of encouraging reuse and preserving trademark rights.

May I apply a Creative Commons license to a work in the public domain?

CC licenses should not be applied to works in the worldwide public domain. All CC licenses are clear that they do not have the effect of placing restrictions on material that would otherwise be unrestricted, and you cannot remove a work from the public domain by applying a CC license to it. If you want to dedicate your own work to the public domain before the expiration of applicable copyright or similar rights, use CC's legally robust public domain dedication (<http://creativecommons.org/about/cc0%7CCCC0>). If a work is already in the worldwide public domain, you should mark it with CC's Public Domain Mark (<http://creativecommons.org/about/pdm>).

Note that, in some cases, a work may be in the public domain under the copyright laws of some jurisdictions but not others. For example, U.S. government works are in the public domain under the copyright law of the United States, but may be protected by copyright laws in other jurisdictions. A CC license applied to such a work would be effective (and the license restrictions enforceable) in jurisdictions where copyright protection exists, but would not be operative if U.S. copyright law is determined to be the applicable law.

Creators may also apply Creative Commons licenses to material they create that are adapted from public domain works, or to remixed material, databases, or collections that include work in the public domain. However, in each of these instances, the license does not affect parts of the work that are unrestricted by copyright or similar rights. We strongly encourage you to mark the public domain material, so that others know they are also free to use this material without legal restriction.

If I take a photograph of another work that is in the public domain, can I apply a CC license to my photo?

That depends. You can apply a CC license to your photograph if your photograph constitutes a work of original authorship, a question that varies by jurisdiction. As a general matter, your photograph must involve some creative choices, such as background setting, lighting, angle, or other mark of creativity. In the United States, an exact photographic copy of a public domain work is not subject to copyright because there is no originality (even if there is effort or "sweat" exerted in its creation).

In practice, if your photograph is sufficiently creative to attract copyright protection, people will likely have to comply with the license conditions if they reproduce your entire photograph in verbatim form, absent some applicable exception or limitation such as fair use. However, they would not have to comply with the license conditions if they reproduce only those parts of the work in the public domain. This is because your copyright in the adaptation only extends to the material you contributed, not to the underlying work.

May I apply a CC license to my work if it incorporates material used under fair use or another exception or limitation to copyright?

Yes, but it is important to prominently mark any third party material you incorporate into your work so reusers do not think the CC license applies to that material. The CC license only applies to the rights you have in the work. For example, if your CC-licensed slide deck includes a Flickr image you are using pursuant to fair use, make sure to identify that image as not being subject to the CC license. For more information about incorporating work owned by others, see our page about marking third party content. Read more considerations for licensors [here](#).

Rights other than copyright

Can I use CC licenses to license rights other than copyright?

CC licenses are copyright licenses, but the latest version of CC licenses also cover certain other rights similar to copyright, including performance, broadcast, and sound recording rights, as well as sui generis database rights. You may apply a 4.0 license to material subject to any of those rights, whether or not the material is also subject to copyright. Note that the scope of prior versions of CC licenses was more limited. You should refer to our [license versions page](#) for details.

How do Creative Commons licenses affect my moral rights, if at all?

As a general matter, all CC licenses preserve moral rights to the extent they exist (they do not exist everywhere), but allow uses of the work in ways contemplated by the license that might otherwise violate moral rights. If you apply a 4.0 license to your material, you agree to waive or not assert any moral rights you have, to the limited extent necessary to allow the public to exercise the licensed rights. This is designed to minimize the effect of moral rights on licensees' ability to use the work, and ensure that the license works internationally as intended. The attribution requirement contained in all of our licenses is

intended to satisfy the moral right of attribution, but it must be adhered to whether or not the applicable jurisdiction recognizes moral rights.

Earlier versions of the license are also intended to minimize the effect of moral rights on otherwise-permitted uses, but the language in the licenses differs. Additionally, jurisdiction ports of earlier versions of CC licenses often contain versions of the moral rights language designed to account for moral rights legislation in a particular jurisdiction. If you are applying a ported license to your work, you may wish to review the moral rights language in the particular license.

You can also compare how different jurisdictions have implemented this provision, or browse the license versions page to compare the treatment of this issue across the different versions of the CC licenses.

Can I offer material under a CC license that has my trademark on it without also licensing or affecting rights in the trademark?

Yes, you may offer material under a Creative Commons license that includes a trademark indicating the source of the work without affecting rights in the trademark, because trademark rights are not licensed by the CC licenses. However, applying the CC license may create an implied license to use the trademark in connection with the licensed material, although not in ways that require permission under trademark law. To avoid any uncertainty, Creative Commons recommends that licensors who wish to mark material with trademarks or other branding materials give notice to licensors expressly disclaiming application of the license to those elements. This can be done in the copyright notice, but could also be noted on the website where the work is published.

The following is an example notice:

“The text of and illustrations in this document are licensed by Red Hat under a Creative Commons Attribution–Share Alike 3.0 Unported license ("CC-BY-SA"). . . . Red Hat, Red Hat Enterprise Linux, the Shadowman logo, JBoss, MetaMatrix, Fedora, the Infinity Logo, and RHCE are trademarks of Red Hat, Inc., registered in the United States and other countries. For guidelines on the permitted uses of the Fedora trademarks, refer to https://fedoraproject.org/wiki/Legal:Trademark_guidelines.”

How are publicity, privacy, and personality rights affected when I apply a CC license?

When you apply the latest version (4.0) of a CC license to your material, you also agree to waive or not assert any publicity, privacy, or personality rights that you hold in the material you are licensing, to the limited extent necessary for others to exercise the licensed rights. For example, if you have licensed a photograph of yourself, you may not assert your right of privacy to have the photo removed from further distribution. (Under the 3.0 and earlier licenses, this is implied but not explicit.) If you do not wish to license these rights in this way, you should not apply a CC license to the material where this is a concern.

If there are any third parties who may have publicity, privacy, or personality rights that apply, those rights are not affected by your application of a CC license, and a reuser must seek permission for relevant uses. If you are aware of any such third party rights in the material you are licensing, we recommend marking the material to give notice to reusers.

Business models

Can I apply a CC license to low-resolution copies of a licensed work and reserve more rights in high-resolution copies?

You may license your copyright or distribute your work under more than one set of terms. For example, you may publish a photograph on your website, but only distribute high-resolution copies to people who have paid for access. This is a practice CC supports. However, if the low-resolution and high-resolution copies are the same work under applicable copyright law, permission under a CC license is not limited to a particular copy, and someone who receives a copy in high resolution may use it under the terms of the CC license applied to the low-resolution copy.

Note that, although CC strongly discourages the practice, CC cannot prevent licensors from attempting to impose restrictions through separate agreements on uses the license otherwise would allow. In that case, licensees may be contractually restricted from using the high-resolution copy, for example, even if the licensor has placed a CC license on the low-resolution copy.

Can I use a Creative Commons license if I am a member of a collecting society?

Creators and other rights holders may wish to check with their collecting society before applying a CC license to their material. Many rights holders who are members of a collecting society can waive the right to collect royalties for uses allowed under the license, but only to the extent their societies allow.

Collecting societies in several countries including Australia, Finland, France, Germany, Luxembourg, Norway, Spain, Taiwan, and the Netherlands take an assignment of rights from creators in present and future works and manage them, so that the societies effectively become the owner of these rights. (In France it is called a “mandate” of rights but has similar practical effect.) Creators in these jurisdictions who belong to collecting societies may not be able to license their material under CC licenses because the collecting societies own the necessary rights, not the creators. CC is working with several collecting societies and running pilot programs that allow creators to use CC licenses in some circumstances.

If you are already a member of a collecting society and want to use CC licenses, you are welcome to encourage your collecting society to give you the option of Creative Commons licensing.

Can I still make money from a work I make available under a Creative Commons license?

Yes. One of our goals is to encourage creators and rights holders to experiment with new ways to promote and market their work. There are several possible ways of doing this.

CC's NonCommercial (NC) licenses allow rights holders to maximize distribution while maintaining control of the commercialization of their works. If you want to reserve the right to commercialize your work, you may do this by choosing a license with the NC condition. If someone else wants to use your work commercially and you have applied an NC license to your work, they must first get your permission. As the rights holder, you may still sell your own work commercially.

You may also use funding models that do not depend on using an NC license. For example, many artists and creators use crowdfunding to fund their work before releasing it under a less restrictive license. Others use a “freemium” model where the basic content is free, but extras such as a physical printed version or special access to a members-only website are for paying customers only.

For more information and ideas, The Power of Open (<http://thepowerofopen.org/>) presents case studies of artists, businesspeople, and organizations who use CC.

Alterations and additions to the license

Can I insist on the exact placement of the attribution credit?

No. CC licenses allow for flexibility in the way credit is provided depending on the medium, means, and context in which a licensee is redistributing licensed material. For example, providing attribution to the creator when using licensed material in a blog post may be different than doing so in a video remix. This flexibility facilitates compliance by licensees and reduces uncertainty about different types of reuse—minimizing the risk that overly onerous and inflexible attribution requirements are simply disregarded.

Can I change the license terms or conditions?

Yes—but if you change the terms and conditions of any Creative Commons license, you *must no longer call, label, or describe the license as a “Creative Commons” or “CC” license*, nor can you use the Creative Commons logos, buttons, or other trademarks (<http://creativecommons.org/policies>) in connection with the modified license or your materials. Keep in mind that altering terms and conditions is distinct from waiving existing conditions or granting additional permissions than those in the licenses. Licensors may always do so, and many choose to do so using the CC+ protocol to readily signal the waiver or additional permission on the CC license deed.

CC does not assert copyright in the text of its licenses, so you are permitted to modify the text as long as you do not use the CC marks to describe it. However, we do not recommend this. We also advise against modifying our licenses through indirect means, such as in your terms of service. A modified license very likely will not be compatible with the same CC license (unmodified) applied to other material. This would prevent licensees from using, combining, or remixing content under your customized license with other content under the same or compatible CC licenses.

Modifying licenses creates friction that confuses users and undermines the key benefits of public, standardized licenses. Central to our licenses is the grant of a standard set of permissions in advance, without requiring users to ask for permission or seek clarification before using the work. This encourages sharing and facilitates reuse, since everyone knows what to expect and the burden of negotiating permissions on a case by case basis is eliminated.

Can I waive license terms or conditions?

Yes. You may always choose to waive some license terms or conditions. Material licensed under a CC license but with additional permissions granted or conditions waived may be compatibly licensed with other material under the same license. Our CC+ protocol provides a mechanism for facilitating that grant or waiver.

Can I enter into separate or supplemental agreements with users of my work?

Yes. CC licenses are nonexclusive. Licensors always have the option of entering into separate arrangements for the sharing of their material in addition to applying a CC license. However, those different arrangements are not “CC” or “Creative Commons” licenses.

Separate agreements: You may offer the licensed material under other licenses in addition to the CC license (a practice commonly referred to as "dual licensing"). For example, you may wish to license a video game soundtrack under both a CC license and the GPL, so that it may be used under either set of terms. A reuser may then choose which set of terms to comply with. Or, for example, you may offer your material to the public under a NonCommercial license, but offer commercial permissions to fee-paying customers.

Supplemental agreements: Problems arise when licensors design those terms or arrangements to serve not as separate, alternative licensing arrangements but as supplemental terms having the effect of changing the standard terms within the CC license. While you may offer separate terms and conditions to other parties, you should not do so in such a way that would neutralize terms of the CC license.

Except in the limited situation where more permissions are being granted or license conditions are waived, if the additional arrangement modifies or conflicts with the CC license terms, then the resulting licensing arrangement is no longer a CC licensing arrangement. To avoid confusing those who may mistakenly believe the work is licensed under standard CC terms, we must insist that in these instances licensors not use our trademarks, names, and logos (<http://creativecommons.org/policies>) in connection with their custom licensing arrangement.

It should be noted that any agreements you make with other parties only have an effect on the other parties to that agreement, and do not apply to anyone else receiving the licensed material. For example, if there are terms of use that apply to visitors to your website on which you host CC-licensed material, your terms of use may apply to visitors to that website, but not to anyone who receives copies of the CC-licensed material elsewhere. Even for the visitors to your website, any separate terms and conditions do not become part of the license—they remain a separate contractual agreement, and violation of this agreement does not constitute copyright infringement.

After licensing

What happens if I offer my material under a Creative Commons license and someone misuses them?

A CC license terminates automatically when its conditions are violated. For example, if a reuser of CC-licensed material does not provide the attribution required when sharing the work, then the user no longer has the right to continue using the material and may be liable for copyright infringement. The license is terminated for the user who violated the license. However, all other users still have a valid license, so long as they are in compliance.

Under the 4.0 licenses, a licensee automatically gets these rights back if she fixes the violation within 30 days of discovering it.

If you apply a Creative Commons license and a user violates the license conditions, you may opt to contact the person directly to ask them to rectify the situation or consult a lawyer to act on your behalf. Creative Commons is not a law firm and cannot represent you or give you legal advice, but there are lawyers who have identified themselves as interested in representing people in CC-related matters.

What can I do if I offer my material under a Creative Commons license and I do not like the way someone uses it?

As long as users abide by license terms and conditions, licensors cannot control how the material is used. However, CC licenses do provide several mechanisms that allow licensors to choose not to be associated with their material or to uses of their material with which they disagree.

First, all CC licenses prohibit using the attribution requirement to suggest that the licensor endorses or supports a particular use. Second, licensors may waive the attribution requirement, choosing not to be identified as the licensor, if they wish. Third, if the licensor does not like how the material has been modified or used, CC licenses require that the licensee remove the attribution information upon request. (In 3.0 and earlier, this is only a requirement for adaptations and collections; in 4.0, this also applies to the unmodified work.) Finally, anyone modifying licensed material must indicate that the original has been modified. This ensures that changes made to the original material--whether or not the licensor approves of them--are not attributed back to the licensor.

What do I do if someone tries to place effective technological measures (such as DRM) on my CC-licensed material?

The use of any effective technical protection measures (such as digital rights management or "DRM") by licensees to prevent

others from exercising the licensed rights is prohibited.

Not all kinds of encryption or access limitations are prohibited by the licenses. For example, sending content via email and encrypting it with the recipient's public key does not restrict use of the work by the recipient. Likewise, limiting recipients to a particular set of users (for example, by requiring a username and password to enter a site) does not restrict further use of the content by the recipients. In these examples, these things do not prevent the recipient from exercising all of the rights granted by the license, including the right to redistribute it further.

If someone is applying effective technological measures to your CC-licensed material that do restrict exercise of the licensed rights (such as applying DRM that restricts copying), this is a violation of the license terms unless you have chosen to grant this permission separately.

When I release my work under a CC license in one format (e.g., .pdf), can I restrict licensees from changing it to or using it in other formats?

No. CC licenses grant permission to use the licensed material in any media or format regardless of the format in which it has been made available. This is true even if you have applied a NoDerivatives license to your work. Once a CC license is applied to a work in one format or medium, a licensee may use the same work in any other format or medium without violating the licensor's copyright.

What if I change my mind about using a CC license?

CC licenses are not revocable. Once something has been published under a CC license, licensees may continue using it according to the license terms for the duration of applicable copyright and similar rights. As a licensor, you may stop distributing under the CC license at any time, but anyone who has access to a copy of the material may continue to redistribute it under the CC license terms. While you cannot revoke the license, CC licenses do provide a mechanism for licensors to ask that others using their material remove the attribution information. You should think carefully before choosing a Creative Commons license.

For Licensees

Before using CC-licensed material

What should I think about before using material offered under a Creative Commons license?

CC offers six core licenses (<https://creativecommons.org/licenses/>), each of which grants a different set of permissions. Before you use CC-licensed material, you should review the terms of the particular license (<http://creativecommons.org/licenses/>) to be sure your anticipated use is permitted. If you wish to use the work in a manner that is not permitted by the license, you should contact the rights holder (often the creator) to get permission first, or look for an alternative work that is licensed in a way that permits your anticipated use. Note that if you use material in a way that is not permitted by the applicable license and your use is not otherwise permitted by an applicable copyright exception or limitation, the license is automatically terminated and you may be liable for copyright infringement, even if you are eligible to have your rights reinstated later.

Before using material offered under a Creative Commons license, you should know that CC licenses only grant permissions needed under copyright and similar rights, and there may be additional rights you need to use it as intended. You should also understand that licensors do not offer warranties or guarantees about the material they are licensing unless expressly indicated otherwise. All materials are licensed "AS IS" and a disclaimer of warranties applies unless expressly provided otherwise. If you want to ask for a warranty or guarantee about rights to use the material, you should talk with the licensor before using it.

Does a Creative Commons license give me all the rights I need to use the work?

It depends. CC licenses do not license rights other than copyright and similar rights (which include sui generis database rights in version 4.0). For example, they do not license trademark or patent rights, or the publicity, personality, and privacy rights of third parties. However, licensors agree to waive or not assert any moral rights, publicity rights, personality rights, or privacy rights they themselves hold, to the limited extent necessary to allow exercise of the licensed rights. Any rights outside of the scope of the license may require clearance (i.e., permission) in order to use the work as you would like.

Additionally, creative works sometimes incorporate works owned by others (known as "third party content"), often used pursuant to a CC license or under an exception or limitation to copyright such as fair use in the U.S. You should make sure you have permission to use any third party content contained in the work you want to use, or that your use is otherwise allowed under the laws of your jurisdiction, particularly in cases such as fair use where your right to use the content depends on the

particular context in which you plan to use it.

All CC licenses contain a disclaimer of warranties, meaning that the licensor is not guaranteeing anything about the work, including whether she owns the copyright, has received permission to include third-party content within her work, or secured other rights such as through the use of model releases if a person's image is used in the work. You may wish to obtain legal advice before using CC-licensed material if you are not sure whether you have all the rights you need.

What if there are sui generis database rights that apply to my use of a CC-licensed database?

In the somewhat limited circumstances where sui generis database rights apply to your use, special conditions apply and there are more specific considerations you should be aware of. Under 4.0, sui generis database rights are licensed alongside copyright, but the treatment in earlier versions of the license varies. A fuller explanation of these variations and related considerations is available in the Data FAQ.

Where can I find material offered under a CC license?

If you are looking for material offered under a Creative Commons license, CC Search (<http://search.creativecommons.org/>) is a good starting point. There is also a directory of organizations and individuals who use CC licenses. Some media sites, such as Flickr (<http://www.flickr.com/>), have search filters for material licensed using CC's licenses.

Be sure to confirm that the material you want to use is actually under a CC license, as search results may sometimes be misleading.

Are Creative Commons works really free to use?

Yes. While many if not most CC-licensed works are available at no cost, some licensors charge for initial access to CC-licensed works—for example, by publishing CC-licensed content only to subscribers, or by charging for downloads. However, even if you have paid an access charge, once you have a copy of CC-licensed material, you may make any further uses permitted by the license without paying licensing fees.

(If you wish to make uses that are not permitted by the license—for example, making a commercial use of an NC-licensed photo—the licensor may charge for those additional rights.)

What should I know about differences between the international licenses and the ported licenses?

As a licensee, you should always read and understand the relevant license's legal code before using CC-licensed material, particularly if you are using material that is licensed using a ported license with which you are unfamiliar. Our porting process involved adapting the international licenses to the legal framework of different jurisdictions, and in that process slight adjustments may have been made that you should make yourself aware of in advance of using the material. You can find more information about the ported licenses in the Jurisdiction Database.

There are currently no ported versions of 4.0, and we expect there will be few, if any, in the future. All official translations of the 4.0 international licenses are equivalent: you may substitute one for another depending on your preferred language.

However, the ported versions of 3.0 and earlier sometimes contain small differences from the international license depending on the ways in which they have been adapted to their jurisdictions. For example, a handful of the ported licenses contain provisions specifying which laws will apply in the event the licensor chooses to enforce the license, and a few of the ported licenses contain forum selection clauses.

General license compliance

What happens if I want to use the material in a way that is not permitted by the license?

Contact the rights holders to ask for permission. Otherwise, unless an exception or limitation to copyright applies, your use of the material may violate the Creative Commons license. If you violate the terms of the license, your rights to use the material will be automatically terminated, and you may be liable for copyright infringement.

Do I always have to comply with the license terms? If not, what are the exceptions?

You need to comply with the license terms if what you are doing would otherwise require permission from the rights holder. If your use would not require permission from the rights holder because it falls under an exception or limitation, such as fair use, or because the material has come into the public domain, the license does not apply, and you do not need to comply with its

terms and conditions. Additionally, if you are using an excerpt small enough to be uncopyrightable, the license does not apply to your use, and you do not need to comply with its terms.

However, if you are using excerpts of CC-licensed material which individually are minimal and do not require license compliance, but together make up a significant copyrightable chunk, you must comply with the license terms. For example, if you quote many individual lines from a poem across several sections of a blog post, and your use is not a fair use, you must comply with the license even though no individual line would have been a substantial enough portion of the work to require this.

Attribution

How do I properly attribute material offered under a Creative Commons license?

All CC licenses require users to attribute the creator of licensed material, unless the creator has waived that requirement, not supplied a name, or asked that her name be removed. Additionally, you must retain a copyright notice, a link to the license (or to the deed), a license notice, a notice about the disclaimer of warranties, and a URI if reasonable. For versions prior to 4.0, you must also provide the title of the work. (Though it is not a requirement in 4.0, it is still recommended if one is supplied.)

You must also indicate if you have modified the work—for example, if you have taken an excerpt, or cropped a photo. (For versions prior to 4.0, this is only required if you have created an adaptation by contributing your own creative material, but it is recommended even when not required.) It is not necessary to note trivial alterations, such as correcting a typo or changing a font size. Finally, you must retain an indication of previous modifications to the work.

CC licenses have a flexible attribution requirement, so there is not necessarily one correct way to provide attribution. The proper method for giving credit will depend on the medium and means you are using, and may be implemented in any reasonable manner. Additionally, you may satisfy the attribution requirement by providing a link to a place where the attribution information may be found.

While the attribution requirements in the license are the minimum requirement, we always recommend that you follow the best practices for the kind of use you are making. For example, if you are using scientific data marked with CC0, you are not required to give attribution at all, but we recommend that you give the same credit you would give to any other source—not because the license requires it, but because that is the standard for letting others know the source of the data.

The CC website offers some best practices to help you attribute properly, and the CC Australia (<http://www.creativecommons.org.au/>) team has developed a helpful guide to attributing CC-licensed material (.pdf) (<http://creativecommons.org.au/content/attributingccmaterials.pdf>) in different formats. Note that the attribution and marking requirements vary slightly among license versions. See here for a chart comparing the specific requirements.

Do I need to be aware of anything else when providing attribution?

Yes. You need to be careful not to imply any sponsorship, endorsement, or connection with the licensor or attribution party without their permission. Wrongfully implying that a creator, publisher, or anyone else endorses you or your use of a work may be unlawful. Creative Commons makes the obligation not to imply endorsement explicit in its licenses. In addition, if the licensor of a work requests that you remove the identifying credit, you must do so to the extent practical.

Additionally, when you are using a work that is an adaptation of one or more pre-existing works, you may need to give credit to the creator(s) of the pre-existing work(s), in addition to giving credit to the creator of the adaptation.

Do I always have to attribute the creator of the licensed material?

You must attribute the creator when you provide material to the public by any means that is restricted by copyright or similar rights. If you are using the material personally but are not making it or any adaptations of it available to others, you do not have to attribute the licensor. Similarly, if you are only distributing the material or adaptations of it within your company or organization, you do not have to comply with the attribution requirement. Learn more about when compliance with the license is not required.

Using licensed material

Does my use violate the NonCommercial clause of the licenses?

CC's NonCommercial (NC) licenses prohibit uses that are "primarily intended for or directed toward commercial advantage or monetary compensation." This is intended to capture the intention of the NC-using community without placing detailed restrictions that are either too broad or too narrow. Please note that CC's definition does not turn on the type of user: if you are

a nonprofit or charitable organization, your use of an NC-licensed work could still run afoul of the NC restriction, and if you are a for-profit entity, your use of an NC-licensed work does not necessarily mean you have violated the term. Whether a use is commercial will depend on the specifics of the situation and the intentions of the user.

In CC's experience, it is usually relatively easy to determine whether a use is permitted, and known conflicts are relatively few considering the popularity of the NC licenses. However, there will always be uses that are challenging to categorize as commercial or noncommercial. CC cannot advise you on what is and is not commercial use. If you are unsure, you should either contact the rights holder for clarification, or search for works that permit commercial uses.

CC has a brief guide to interpretation of the NC license that goes into more detail about the meaning of the NC license and some key points to pay attention to. Additionally, in 2008, Creative Commons published results from a survey on meanings of commercial and noncommercial use generally. Note that the results of the study are not intended to serve as CC's official interpretation of what is and is not commercial use under our licenses, and the results should not be relied upon as such.

Can I take a CC-licensed work and use it in a different format?

Yes. When any of the six CC licenses is applied to material, licensees are granted permission to use the material as the license allows, whatever the media or format chosen by the user when it is used or distributed further. This is true even in our NoDerivatives licenses. This is one of a very few default rules established in our licenses, to harmonize what may be different outcomes depending on where CC-licensed material is reused and what jurisdiction's copyright law applies.

This means, for example, that even if a creator distributes a work in digital format, you have permission to print and share a hard copy of the same work.

How do I know if a low-resolution photo and a high-resolution photo are the same work?

As with most copyright questions, it will depend on applicable law. Generally, to be different works under copyright law, there must be expressive or original choices made that make one work a separate and distinct work from another. The determination depends on the standards for copyright in the relevant jurisdiction.

Under U.S. copyright law, for example, mechanical reproduction of a work into a different format is unlikely to create a separate, new work (http://en.wikipedia.org/wiki/Bridgeman_Art_Library_v._Corel_Corp.). Consequently, digitally enhancing or changing the format of a work *absent some originality*, such as expressive choices made in the enhancement or encoding, will not likely create a separate work for copyright purposes. The creative bar is low, but it is not non-existent. Accordingly, in some jurisdictions releasing a photograph under a CC license will give the public permission to reuse the photograph in a different resolution.

Can I use effective technological measures (such as DRM) when I share CC-licensed material?

No. When you receive material under a Creative Commons license, you may not place additional terms and conditions on the reuse of the work. This includes using effective technological measures (ETMs) that would restrict a licensee's ability to exercise the licensed rights.

A technological measure is considered an ETM if circumventing it carries penalties under laws fulfilling obligations under Article 11 of the WIPO Copyright Treaty adopted on December 20, 1996, or similar international agreements. Generally, this means that the anti-circumvention laws of various jurisdictions would cover attempts to break it.

For example, if you remix a CC-licensed song, and you wish to share it on a music site that places digital copy-restriction on all uploaded files, you may not do this without express permission from the licensor. However, if you upload that same file to your own site or any other site that does not apply DRM to the file, and a listener chooses to stream it through an app that applies DRM, you have not violated the license.

Note that merely converting material into a different format that is difficult to access or is only available for certain platforms does not violate the restriction; you may do this without violating the license terms.

Can I share CC-licensed material on password-protected sites?

Yes. This is not considered to be a prohibited measure, so long as the protection is merely limiting who may access the content, and does not restrict the authorized recipients from exercising the licensed rights. For example, you may post material under any CC license on a site restricted to members of a certain school, or to paying customers, but you may not place effective technological measures (including DRM) on the files that prevents them from sharing the material elsewhere.

(Note that charging for access may not be permitted with NC-licensed material; however, it is not disallowed by the restriction

on ETMs.)

Can I share CC-licensed material on file-sharing networks?

Yes. All CC licenses allow redistribution of the unmodified material by any means, including distribution via file-sharing networks. Note that file-trading is expressly considered to be noncommercial for purposes of compliance with the NC licenses. Barter of NC-licensed material for other items of value is not permitted.

Additional restrictions on licensed material

What if I received CC-licensed material encumbered with effective technological measures (such as DRM)?

If you have received material under a CC license that is encumbered with effective technological measures (such as digital rights management or DRM), you may or may not be permitted to break it, depending on the circumstances. By releasing material under a CC license, the licensor agrees not to assert any rights she may have to prevent the circumvention of effective technological measures. (Under the 3.0 and earlier licenses, this is implied but not explicit.) However, if she has uploaded it to a site or other distribution channel that itself applies such measures, that site may have the right to prevent you from breaking them, even though the licensor herself cannot do so.

Note that anti-circumvention laws can impose criminal liability in some jurisdictions.

What if I have received CC-licensed material with additional restrictions?

It is possible that CC-licensed material will appear on platforms that impose terms in addition to the copyright license (though Creative Commons strongly discourages restrictions that interfere with exercise of the licensed rights). These additional terms do not form part of the license for the work. For example, if you download CC-licensed material from a site that does not permit downloading, you may be breaking the terms of use of the site, but you are not infringing the CC license. See our guide to Modifying the CC licenses for more guidance and information.

Combining and adapting CC material

When is my use considered an adaptation?

Whether a modification of licensed material is considered an adaptation for the purpose of CC licenses depends primarily on the applicable copyright law. Copyright law reserves to an original creator the right to create adaptations of the original work. CC licenses that allow for adaptations to be shared—all except BY-ND and BY-NC-ND—grant permission to others to create and redistribute adaptations when doing so would otherwise constitute a violation of applicable copyright law. Generally, a modification rises to the level of an adaptation under copyright law when the modified work is based on the prior work but manifests sufficient new creativity to be copyrightable, such as a translation of a novel from one language to another, or the creation of a screenplay based on a novel.

Under CC licenses, synching music in timed relation with a moving image is always considered an adaptation, whether or not it would be considered so under applicable law. Also, under version 4.0, certain uses of databases restricted by sui generis database rights also constitute adaptations (called "Adapted Material" in the 4.0 licenses), whether or not they would be considered adaptations under copyright law. For more details about adaptations in the database context, see the Data FAQ.

Note that all CC licenses allow the user to exercise the rights permitted under the license in any format or medium. Those changes are not considered adaptations even if applicable law would suggest otherwise. For example, you may redistribute a book that uses the CC BY-NC-ND (<http://creativecommons.org/licenses/by-nc-nd/4.0/>) license in print form when it was originally distributed online, even if you have had to make formatting changes to do so, as long as you do so in compliance with the other terms of the license.

Note on terminology: throughout these FAQs, we use the term "remix" interchangeably with "adapt." Both are designed to mean doing something that constitutes an adaptation under copyright law.

Can I combine material under different Creative Commons licenses in my work?

It depends. The first question to ask is whether doing so constitutes an adaptation. If the combination does *not* create an adaptation, then you may combine any CC-licensed content so long as you provide attribution and comply with the NonCommercial restriction if it applies. If you want to combine material in a way that results in the creation of an adaptation (i.e. a "remix"), then you must pay attention to the particular license that applies to the content you want to combine.

The NoDerivatives licenses do not permit remixing except for private use (the pre-4.0 licenses do not permit remixing at all, except as allowed by exceptions and limitations to copyright). All the other CC licenses allow remixes, but may impose limitations or conditions on how the remix may be used. For example, if you create a remix with material licensed under a ShareAlike license, you need to make sure that all of the material contributed to the remix is licensed under the same license or one that CC has named as compatible (<http://creativecommons.org/compatiblelicenses>), and you must properly credit all of the sources with the required attribution and license information. Similarly, if you want to use a remix for commercial purposes, you cannot incorporate material released under one of the NonCommercial licenses.

The chart below shows which CC-licensed material can be remixed. To use the chart, find a license on the left column and on the top right row. If there is a check mark in the box where that row and column intersect, then the works can be remixed. If there is an "X" in the box, then the works may not be remixed unless an exception or limitation applies. See below for details on how remixes may be licensed.

	PUBLIC DOMAIN	PUBLIC DOMAIN	BY	BY SA	BY NC	BY ND	BY NC SA	BY NC ND
PUBLIC DOMAIN	✓	✓	✓	✓	✓	✗	✓	✗
PUBLIC DOMAIN	✓	✓	✓	✓	✓	✗	✓	✗
BY	✓	✓	✓	✓	✓	✗	✓	✗
BY SA	✓	✓	✓	✓	✗	✗	✗	✗
BY NC	✓	✓	✓	✗	✓	✗	✓	✗
BY ND	✗	✗	✗	✗	✗	✗	✗	✗
BY NC SA	✓	✓	✓	✗	✓	✗	✓	✗
BY NC ND	✗	✗	✗	✗	✗	✗	✗	✗

If I derive or adapt material offered under a Creative Commons license, which CC license(s) can I use?

If you make adaptations of material under a CC license (i.e. "remix"), the original CC license always applies to the material you are adapting even once adapted. The license you may choose for your own contribution (called your "adapter's license") depends on which license applies to the original material. Recipients of the adaptation must comply with both the CC license on the original and your adapter's license.

=====BY and BY-NC material=====

When remixing BY or BY-NC material, it is generally recommended that your adapter's license include at least the same license elements as the license applied to the original material. This eases reuse for downstream users because they are able to satisfy both licenses by complying with the adapter's license. For example, if you adapt material licensed under BY-NC, your adapter's license should also contain the NC restriction. See the chart below for more details.

=====BY-SA and BY-NC-SA material=====

In general, when remixing ShareAlike content, your adapter's license must be the same license as the license on the material you are adapting. All licenses after version 1.0 also allow you to license your contributions under a later version of the same license, and some also allow ported licenses. (See the license versions page for details.) If you wish to adapt material under BY-SA or BY-NC-SA and release your contributions under a non-CC license, you should visit the Compatibility page (<http://creativecommons.org/compatiblelicenses>) to see which options are allowed.

=====BY-ND and BY-NC-ND material=====

The BY-ND and BY-NC-ND licenses do not permit distribution of adaptations (also known as remixes or derivative works), and prohibits the creation of adaptations under the pre-4.0 versions of those licenses. Since you may not share remixes of these materials at all, there is no compatibility with other licenses. (Note that the ND licenses do allow you to reproduce the material in unmodified form together with other material in a collection, as indicated in the next FAQ.)

=====Adapter's license chart=====

The chart below details the CC license(s) you may use as your adapter's license. When creating an adaptation of material under the license identified in the lefthand column, you may license your contributions to the adaptation under one of the licenses indicated on the top row if the corresponding box is green. CC does not recommend using a license if the corresponding box is yellow, although doing so is technically permitted by the terms of the license. If you do, you should take additional care to mark the adaptation as involving multiple copyrights under different terms so that downstream users are aware of their obligations to comply with the licenses from all rights holders. Dark gray boxes indicate those licenses that you may not use as your adapter's license.

Adapter's license chart		Adapter's license						
		BY	BY-NC	BY-NC-ND	BY-NC-SA	BY-ND	BY-SA	PD
Status of original work	PD							
	BY							
	BY-NC							
	BY-NC-ND							
	BY-NC-SA							
	BY-ND							
	BY-SA							

Abbreviation Key

- BY = Attribution only (<http://creativecommons.org/licenses/by/4.0/>)
- BY-ND = Attribution-NoDerivatives (<http://creativecommons.org/licenses/by-nd/4.0/>)
- BY-NC-ND = Attribution-NonCommercial- NoDerivatives (<http://creativecommons.org/licenses/by-nc-nd/4.0/>)
- BY-NC = Attribution-NonCommercial (<http://creativecommons.org/licenses/by-nc/4.0/>)
- BY-NC-SA = Attribution-NonCommercial- ShareAlike (<http://creativecommons.org/licenses/by-nc-sa/4.0/>)
- BY-SA = Attribution-ShareAlike (<http://creativecommons.org/licenses/by-sa/4.0/>)
- PD = Dedicated to or marked as being in the public domain via one of our public domain tools (<http://creativecommons.org/publicdomain/>), or other public domain material; adaptations of materials in the public domain may be built upon and licensed by the creator under any license terms desired.

If I create a collection that includes a work offered under a CC license, which license(s) may I choose for the collection?

All Creative Commons licenses (including the version 4.0 licenses) allow licensed material to be included in collections such as anthologies, encyclopedias, and broadcasts. You may choose a license for the collection, however this does not change the license applicable to the original material.

When you include CC-licensed content in a collection, you still must adhere to the license conditions governing your use of the material incorporated. For example, material under any of the Creative Commons NonCommercial licenses cannot be used

commercially. The table below indicates what type of CC-licensed works you may incorporate into collections licensed for commercial and noncommercial uses.

Original Work	Commercial Collection (BY, BY-SA, BY-ND)	NonCommercial Collection (BY-NC, BY-NC-SA, BY-NC-ND)
PD		
BY		
BY-NC		
BY-NC-ND		
BY-NC-SA		
BY-ND		
BY-SA		

License termination

When do Creative Commons licenses expire?

Creative Commons licenses expire when the underlying copyright and similar rights expire.

Note that the relevant rights may expire at different times. For example, you may have a CC-licensed song where the rights in the musical arrangement expire before the rights in the lyrics. In this case, when the copyright in the music expires, you may use it without being required to comply with the conditions of the CC license; however, you must still comply with the license if you use the lyrics.

What happens if the author decides to revoke the CC license to material I am using?

The CC licenses are irrevocable. This means that once you receive material under a CC license, you will always have the right to use it under those license terms, even if the licensor changes his or her mind and stops distributing under the CC license terms. Of course, you may choose to respect the licensor's wishes and stop using the work.

How can I lose my rights under a Creative Commons license? If that happens, how do I get them back?

All of the CC licenses terminate if you fail to follow the license conditions. If this happens, you no longer have a license to use the material.

In the 4.0 licenses, your rights under the license are automatically reinstated if you correct this failure within 30 days of discovering the violation (either on your own or because the licensor or someone else has told you). Under the 3.0 and earlier licenses, there is no automatic reinstatement.

If you have lost your rights under a CC license and are not entitled to automatic reinstatement, you may regain your rights under the license if the licensor expressly grants you permission. You cannot simply re-download the material to get a new license.

Note that you may still be liable for damages for copyright infringement for the period where you were not in compliance with the license.

Technical Questions

How do Creative Commons licenses and public domain tools work technically?

The Creative Commons licenses have three layers (<http://creativecommons.org/licenses/>), as does the CC0 public domain dedication (<http://creativecommons.org/about/cc0>): the human-readable deed, the lawyer-readable legal code, and the machine-readable metadata. The Public Domain Mark (<http://creativecommons.org/publicdomain/mark/1.0/>) is not legally operative, and so has only two layers: the human-readable mark and machine-readable metadata.

When material is licensed using any of the CC licenses or tools, it is highly recommended that a CC button (<http://creativecommons.org/about/downloads>), text, or other marker somehow accompany it. There are many possible modes for marking. For our licenses, people generally use the CC license chooser (<http://creativecommons.org/choose>) to generate HTML code that can be pasted into the webpage where the licensed material is published. CC0 and the Public Domain Mark have a separate chooser (<http://creativecommons.org/publicdomain/>). Many platforms and web services such as Flickr (<http://www.flickr.com>) and Drupal support CC licensing directly, allowing you to select an appropriate license. The service then properly marks the work for you.

CC has published some best practices for marking your CC-licensed material, and recommends:

- Including a visual indicator (some combination of text and images) that the work is licensed with one of the CC licenses.
- Clearly indicating what material is covered under the CC license, especially if it's presented alongside non-licensed materials.
- Including a link to the human-readable deed (which itself contains a link to the legal code).
- Embedding machine-readable metadata in the code of the license indicator or code of the licensed page.

See the marking page for more details.

What does it mean that Creative Commons licenses are "machine-readable"?

Creative Commons has specified CC REL as a way to associate machine-readable licensing metadata with objects offered under CC licenses.

Before Creative Commons developed this vocabulary, it was difficult for a machine to ascertain whether an object was marked with a CC license. There was also no standard, predictable place to house metadata about that license (for example, the source URL of the work or the required mode of attribution).

Machine-readable metadata based on well-accepted metadata standards creates a platform upon which new services and applications can be built. Software and services can detect CC licenses and the details of that license, as described by the metadata. For example, on many websites and search engines such as Google and Flickr, you can run filtered searches for works offered under specific CC licenses. In addition, CC license deeds can automatically create copy-and-paste attribution code so users may easily comply with the BY condition of the licenses. When you click on a CC license or button (<http://creativecommons.org/about/downloads>) from a page with license metadata, you get copy-and-paste attribution HTML within that license deed page. That HTML is based on available RDFa metadata in the original material.

All HTML provided by the CC license chooser (<http://creativecommons.org/choose>) is automatically annotated with metadata in RDFa format.

What is RDFa?

RDFa is a method for embedding structured data in a web page. For more information about RDFa, see the following resources:

- RDFa Primer (<http://www.w3.org/TR/xhtml-rdfa-primer/>): Bridging the Human and Data Webs
- RDFa.info (<http://rdfa.info/>)
- RDFa Wiki (<http://rdfa.info/wiki>)

What is CC REL and why does Creative Commons recommend it?

Creative Commons Rights Expression Language (http://wiki.creativecommons.org/CC_REL) (CC REL) renders information about licenses and works machine-readable through standards that define the semantic web. Creative Commons wants to make it easy for creators and scientists to build upon the works of others when they choose; licensing your work for reuse and finding properly licensed works to reuse should be easy. CC recommends that you mark your licensed works with CC REL. The Creative Commons license chooser provides HTML annotated with CC REL, while the Creative Commons deeds recognize CC REL on web pages with works offered under a CC license, and use this metadata to enhance the deed for properly marked-up works, e.g., by providing copy and paste HTML that includes work attribution.

For more background information on CC REL, please refer to this paper (<http://wiki.creativecommons.org/images/d/d6/Ccrel->

1.0.pdf).

What does it mean for a search engine to be CC-enabled?

Some search engines (like Google (http://www.google.com/advanced_search?hl=en)) allow people to filter their search results by usage rights so that you can limit your search results according to the particular CC license you seek. For example, if you are looking for a photo to adapt, you can filter your search to return photos that have a CC license that permits creation of adaptations. You can generally find this search feature on the advanced search page of your selected search engine. You can also use CC Search (<http://search.creativecommons.org>), which offers a convenient interface to search and a list of those content providers that support searches for content based on usage rights.

Please note, however, that you should always double check to make sure that the work you locate through a search is licensed as you wish.

How do I give users of my site the option to use CC licensing like Flickr does?

Creative Commons provides tools for integrating license selection with your site. You can find an overview at the Web Integration article on the CC wiki (http://wiki.creativecommons.org/Web_Integration). The Partner Interface (http://wiki.creativecommons.org/Partner_Interface) is a good way to get started and will always have the most up-to-date license versions and translations. However, there is also an API (<http://api.creativecommons.org/docs/>) available if you want more control.

How can I change or remove the Creative Commons search option built into the Firefox browser?

Mozilla has included the Creative Commons search function in many versions of Firefox along with search options for Google, Amazon, and other popular sites. Please take a look at the Firefox article on the CC wiki (http://wiki.creativecommons.org/Firefox_and_CC_Search) for an explanation of how to change these features.

If you want to add or remove a particular search option, click on the logo in the search box (for example, the CC logo or the Google logo). This will open the pull down menu, which will allow you to select different search providers. If you choose "Manage Search Engines," you will be able to add or remove search engines. You can also alter the order in which the search providers appear on the pull down menu.

Is Creative Commons involved in digital rights management (DRM)?

No. CC licenses are a form of rights expression, not rights management. CC provides tools to make it easier for creators and owners to say which rights they reserve and permissions they grant. This is different from digital rights management (or "DRM"), which uses technological protection measures to prevent people from using the work in a way that the owner has not permitted.

CC licenses contain language prohibiting licensees from the use of effective technological measures (including DRM) to prevent access to licensed material: "You may not offer or impose any additional or different terms or conditions on, or apply any Effective Technological Measures to, the Licensed Material if doing so restricts exercise of the Licensed Rights by any such recipient."

While licensors may apply effective technological measures (ETMs) to their own materials, the licensor provides a limited permission to circumvent these measures: "The Licensor waives and/or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights, including technical modifications necessary to circumvent Effective Technological Measures." Note that this only applies to effective technological measures applied by licensors themselves: third parties such as distribution platforms may still apply ETMs if the licensor uploads there, and the license is not able to grant you permission to circumvent it.

Legal Background

What is copyright and why does it matter?

Copyright law grants exclusive rights to creators of original works of authorship. National laws usually extend protections to such works automatically once fixed in a tangible medium, prohibiting the making of copies without the rights holder's permission, among other things. On the internet, even the most basic activities involve making copies of copyrighted content. As content is increasingly uploaded, downloaded, and shared online, copyright law is becoming more relevant to more people than it was 20 years ago. Unfortunately, infringing copyrights—even unintentionally or unknowingly—can lead to liability. Successful navigation of the internet requires some understanding of copyright law.

What is the public domain?

The public domain of copyright refers to the aggregate of those works that are not restricted by copyright within a given jurisdiction. A work may be part of the public domain because the applicable term of copyright has expired, because the rights holder surrendered copyright in the work with a tool like CC0 (<http://creativecommons.org/about/cc0>), or because the work did not meet the applicable standards for copyrightability.

Because the public domain depends on the copyright laws in force within a particular territory, sometimes a work may be considered “in the public domain” of one jurisdiction, but not in another. For example, U.S. government works are automatically in the public domain under U.S. copyright law (<http://www.copyright.gov/title17/92chap1.html#105>), but might be restricted by copyright in other countries.

The Public Domain Manifesto (<http://publicdomainmanifesto.org/>), the University Libraries (http://fairuse.stanford.edu/Copyright_and_Fair_Use_Overview/chapter8/Stanford) page, and the CC0 FAQs (http://wiki.creativecommons.org/CC0_FAQ) all contain additional information about the public domain.

What do I need to do to get a copyright?

Copyright in most jurisdictions attaches automatically without need for any formality once a creative work is fixed in tangible form (i.e. the minute you put pen to paper, take a photo, or hit the “save” button on your computer).

In some jurisdictions, creators may be required to register with a national agency in order to enforce copyright in court. If you would like more information, please consult the Berne Convention (http://www.wipo.int/treaties/en/ip/berne/trtdocs_wo001.html) or your jurisdiction's copyright law (<http://www.wipo.int/clea/en/>).

Although you do not have to apply a copyright notice for your work to be protected, it may be a useful tool to clearly signal to people that the work is yours. It also tells the public who to contact about the work.

What is an adaptation?

An adaptation is a work based on one or more pre-existing works. What constitutes an adaptation depends on applicable law, however translating a work from one language to another or creating a film version of a novel are generally considered adaptations.

In order for an adaptation to be protected by copyright, most national laws require the creator of the adaptation to add original expression to the pre-existing work. However, there is no international standard for originality, and the definition differs depending on the jurisdiction. Civil law jurisdictions (such as Germany (http://www.wipo.int/clea/en/text_html.jsp?lang=EN&id=1034) and France (http://www.legifrance.gouv.fr/html/codes_traduits/cpiatext.htm)) tend to require that the work contain an imprint of the adapter's personality. Common law jurisdictions (such as the U.S. (<http://www.copyright.gov/title17/92chap1.html#103>) or Canada (<http://laws.justice.gc.ca/eng/C-42/index.html>)), on the other hand, tend to have a lower threshold for originality, requiring only a minimal level of creativity and “independent conception.” Some countries approach originality completely differently. For example, Brazil's (http://www.wipo.int/clea/en/text_html.jsp?lang=EN&id=514) copyright code protects all works of the mind that do not fall within the list of works that are expressly defined in the statute as “unprotected works.” Consult your jurisdiction's copyright law (<http://www.wipo.int/clea/en/>) for more information.

What are moral rights?

Copyright laws in many jurisdictions around the world grant creators “moral rights” in addition to the economic or commercial right to exploit their creative works. Moral rights protect the personal and reputational value of a work for its creator. Moral rights differ by country, and can include the right of attribution, the right to have a work published anonymously or pseudonymously, and/or the right to the integrity of the work. The moral right of integrity may provide creators with a source for redress if an adaptation represents derogatory treatment of their work, typically defined as “distortion or mutilation” of the work or treatment that is “prejudicial to the honor, or reputation of the author.” Not all jurisdictions provide for moral rights.

The CC licenses are intended to minimize the effect of moral rights on a licensee's ability to use licensed material; however, in some jurisdictions, these rights may still have an effect. CC offers some additional information on how CC licenses may affect your moral rights.

What are neighboring rights?

Copyright provides an incentive to create works by providing exclusive rights to creators. However, the distribution or exploitation of a work often involves more than just the creator. For example, if someone writes a song, someone else may perform the song, and another may produce the recording of the song. Some jurisdictions extend copyright to the contributions

made by these persons; other jurisdictions extend such exclusive rights in the form of neighboring rights. Neighboring rights may include performers' rights or broadcasters' rights, among others. The Rome Convention (http://www.wipo.int/treaties/en/ip/rome/summary_rome.html) sets forth some guidelines on the scope of neighboring rights. Not all jurisdictions recognize neighboring rights.

What are sui generis database rights?

Sui generis database rights grant qualifying database makers the right to prohibit the extraction and reuse of a substantial portion of a database. The rights are granted to database makers that make a substantial investment of time and resources to create the database. Sui generis database rights are primarily enacted within the European Union and a handful of other jurisdictions.

What are collecting societies?

Collecting societies (http://wiki.creativecommons.org/Version_3#International_Harmonization_E2.80.94_Collecting_Societies) are copyright management organizations. Some examples of collecting societies include ASCAP and BMI (United States), BUMA/STEMRA (Netherlands), PRS (United Kingdom), and APRA (Australia). These societies license works on behalf of their owners and process royalty payments from parties using the copyrighted works.

CC offers additional information on how collecting societies might affect your rights and your ability to apply CC licenses to your work. CC has several pilots (http://wiki.creativecommons.org/Collecting_Society_Projects) underway with collecting societies that have chosen to allow their members to use CC licenses on a limited basis.

What are publicity, personality, and privacy rights?

These terms are used differently in different jurisdictions. Generally speaking, these rights allow individuals to control the use of their voice, image, likeness, or other identifiable aspect of their identity, especially for purposes of commercial exploitation. Similarly, in some jurisdictions these rights allow people to restrict others' ability to publish information about them without their permission. Whether and to what extent these rights exist, and if so, how they are labeled, varies depending on the jurisdiction.

Creative Commons licenses have a limited effect on these rights where the licensor holds them. Where the licensor has publicity, personality, or privacy rights that may affect your ability to use the material as the license intends, the licensor agrees to waive or not assert those rights. However, any such rights not held by the licensor are not affected and may still affect your desired use of a licensed work. If you have created a work or wish to use a work that might in some way implicate these rights, you may need to obtain permission from the individuals whose rights may be affected.

Data

Frequently asked questions about data and CC licenses

Can databases be released under CC licenses?

Yes, CC licenses can be used to license databases. The most recent version (4.0) may be used to license databases subject to copyright and, where applicable, sui generis database rights. Sui generis database rights prevent copying and reusing of substantial parts of a database (including frequent extraction of insubstantial parts). However unlike copyright, database rights protect the maker's investment, not originality.

CC does not recommend use of its NonCommercial (NC) or NoDerivatives (ND) licenses on databases intended for scholarly or scientific use.

In addition to our licenses, the CC0 Public Domain Dedication may be used on databases to maximize reuse of databases. When applied, the effect is to waive all copyright and related rights in the database and its contents, placing it as close as possible into the worldwide public domain. In certain domains, such as science and government, there are important reasons to consider using CC0. Waiving copyright and related rights eliminates all uncertainty for potential users, encouraging maximal reuse and sharing of information.

When a CC license is applied to a database, what is being licensed?

The license terms and conditions apply to the database structure (its selection and arrangement, to the extent copyrightable), its contents (if copyrightable), and in those instances where the database maker has sui generis database rights then the rights that

are granted those makers. Notwithstanding, licensors can choose to license some rather than all of the rights they have in a database. Creative Commons advises against this practice. However, if a licensor chooses to do so anyway, we strongly encourage licensors to clearly demarcate what is and is not licensed. See below for more information regarding how to provide clear notice of what is licensed.

How do I apply a CC legal tool to a database?

Before making a database available under a CC license, a database provider should first make sure she has all rights necessary to do so. Often, the database provider is not the original author of the database contents. If that is the case, the database provider should secure separate permission from the other author(s) before publishing the database under a CC legal tool. If a database maker decides to license the database without securing permission from the author(s) of the database contents, it should clearly indicate the material for which permission has not been secured and clearly mark the material as not being offered under the terms of the license. For more information, read our pre-licensing guidelines.

Database providers should also consider carefully what elements of the database she wants covered by the CC legal tool and identify those elements in a manner that reusers will see and understand. Please see our marking page for more information on how to clearly distinguish unlicensed content.

How do the different CC license elements operate for a CC-licensed database?

Under version 4.0, if an NC license has been applied then any use of the licensed database or its contents that is restricted by copyright law or sui generis database rights requires compliance with the NC term, even if the database is not publicly shared. The other license elements (BY, ND, and SA, as applicable) must be complied with only if your use is so restricted and public sharing is involved. Learn more about how to comply when your use implicates copyright and/or sui generis database rights.

Prior CC license versions do not require compliance with the license restrictions or conditions when only sui generis database rights (and not copyright) are implicated. Please see below for more detail about how this works in the current and prior versions of the licenses.

Can I conduct text/data mining on a CC-licensed database?

Yes. However, you should be aware that whether you have to comply with the CC license terms and conditions will depend on whether the type of mining activity you conduct implicates copyright or any applicable sui generis database rights. If you are not exercising an exclusive right held by the database maker, then you do not need to rely on the license to mine. Because there are many different methods for conducting text and data mining, however, there may be some types of mining activities that will implicate the licensed rights.

If and only if your particular use is one that would require permission, you should note the following:

- ***Permission:*** All six of the 4.0 licenses allow for text and data mining by granting express permission to privately reproduce, extract, and reuse the contents of a licensed database and create adapted databases.
- ***Commercial purposes:*** If you are conducting text and data mining for commercial purposes, you should not mine NC-licensed databases or other material.
- ***Outputs:*** If you publicly share the results of your mining activity or the data you mined, you should attribute the rights holder. If what you publicly share qualifies as an adaptation of the licensed material, you should not mine ND-licensed material. If you share an adaptation of material under an SA license, you must apply the same license to the adaptation that results.

If your use is not one that requires permission under the license, you may conduct text and data mining activity without regard to the above considerations.

How does the treatment of sui generis database rights vary in prior versions of CC licenses?

As explained above, the current version of the CC license suite (4.0) licenses sui generis database rights in addition to copyright and other closely related rights. Past versions of CC licenses operate differently with respect to sui generis database rights.

In the CC version 3.0 licenses, the legal treatment of sui generis database rights varies, but the practical result is always the same: compliance with the license restrictions and conditions is not required where sui generis database rights--but not copyright--are implicated. This means that if someone extracts a substantial portion of a CC-licensed database and uses it in a way that does not implicate copyright (e.g., by rearranging purely factual data), the license does not require her to attribute the licensor or comply with any other restrictions or conditions, even if the database is protected by sui generis database rights.

While this result is the same across all CC version 3.0 licenses, the reason for this outcome varies. In the 3.0 licenses ported to the laws of EU jurisdictions, the scope of the licenses expressly cover databases subject to copyright and/or sui generis database rights. However, the conditions of the license are explicitly waived when use of the licensed work only involves the exercise of database rights.

By contrast, the 3.0 unported licenses and all other ported licenses do not expressly license sui generis database rights. As a result, those licenses do not apply when sui generis database rights alone are implicated. This means a licensee may need separate permission to use the database in a way that implicates sui generis database rights (although arguably an implied license to exercise those rights may be deemed granted in some jurisdictions).

More information on the underlying 3.0 policy decision the treatment of sui generis database rights those licenses can be found on our wiki (.pdf).

What is the difference between the Open Data Commons licenses and the CC 4.0 licenses?

The Open Database License (ODbL) (<http://opendatacommons.org/licenses/odbl/1.0/>) and the Open Data Commons Attribution License (ODC-BY) (<http://opendatacommons.org/licenses/by/1.0/>) are licenses designed specifically for use on databases and not on other types of material. There are many differences between those licenses and CC licenses, but the most important to be aware of relate to license scope and operation. The ODC licenses apply only to sui generis database rights and any copyright in the database structure, they do not apply to the individual contents of the database. The latest version of the CC licenses on the other hand apply to sui generis database rights and all copyright and neighboring rights in the database structure as well as the contents. (See above for more detail about how past versions of CC licenses vary with respect to sui generis database rights.)

Another important difference is that ODC licenses may create contractual obligations even in jurisdictions where database rights would not otherwise exist and but for the license permission would not be necessary. CC has crafted its licenses to ensure that they never impose obligations where permission is not otherwise required to use the licensed material.

Frequently asked questions about data, generally

Which components of databases are protected by copyright?

With databases, there are likely four components to consider: (1) the database model or structure, (2) the data entry and output sheet, (3) field names, and (4) the data or other content.

The **database model** refers to how a database is structured and organized, including database tables and table indexes. The selection, coordination, and arrangement of the database is subject to copyright if it is sufficiently original. The originality threshold is fairly low in many jurisdictions. For example, while courts in the United States have held that an alphabetical telephone directory was insufficiently original to merit copyright protection, an organized directory of Chinese-American businesses in a particular area did.^[1] These determinations are very fact-specific (no pun intended) and vary by jurisdiction.

The **data entry and output sheets** contain questions, and the answers to these questions are stored in a database. For example, a web page asking a scientist to enter a gene's name, its pathway information, and its ontology would constitute a data entry sheet. The format and layout of these sheets are protected by copyright according to the same standard of originality used to determine if the database model is copyrightable.

Field names describe the contents or data. For example, "address" might be the name of the field for street address information. These are less likely to be protected by copyright because they often lack sufficient originality.

The **data** or other contents contained in the database are subject to copyright if they are sufficiently creative. Original poems contained in a database would be protected by copyright, but purely factual data (such as gene names or city populations) would not. Facts are not subject to copyright, nor are the ideas underlying copyrighted content.

How do I know whether a particular use of a database is restricted by copyright?

When the database structure or its contents is subject to copyright, reproducing, distributing, or modifying the database will often be restricted by copyright law. However, it is important to note that some uses of a copyrighted database will not be restricted by copyright. It may be possible, for example, to rearrange or modify the uncopyrightable data in a way that does not implicate the copyright in the database structure. For example, while (as noted above) a court in the United States held that a directory of Chinese-American businesses was restricted by copyright, the same court went on to hold that a directory that duplicated hundreds of its listings was not infringing because the listings were categorized and arranged in a sufficiently dissimilar way. In those situations, compliance with the license conditions is not required unless the database contents are themselves restricted by copyright.

Similarly, even where database contents are subject to copyright and published under a CC license, use of the facts and ideas embedded within the contents will not require attribution (or compliance with other applicable license conditions), unless doing so implicates copyright in the database structure as explained above. This important limitation of all CC licenses is highlighted on the license deeds in the Notice section, where we emphasize that compliance with the license is not required for elements of the material in the public domain.

If my use of a database is restricted by copyright, how do I comply with the license?

All CC licenses require that you attribute the licensor when your use involves public sharing. Your other obligations depend on the particular CC license applied to the database. If it is a NC license, any regulated use must be limited to noncommercial purposes only. If a ND is applied, you may produce an adapted database but cannot share it publicly. If it is a ShareAlike (SA) license, you must apply the same or a compatible license to any adaptation of the database you share publicly.

Which components of a database are protected by sui generis database rights?

In contrast to copyright, sui generis database rights are designed to protect a maker's substantial investment in a database. In particular, the right prevents the unauthorized extraction and reuse of a substantial portion of the contents.

How do I know whether a particular use of a database is restricted by sui generis database rights?

When a database is subject to sui generis database rights, extracting and reusing a substantial portion of the database contents is prohibited absent some express exception.

It is important to remember that sui generis database rights exist in only a few countries outside the European Union (http://en.wikipedia.org/wiki/Database_Directive#Implementation), such as Korea and Mexico. Generally, if you are using a CC-licensed database in a location where those rights do not exist, you do not have to comply with license restrictions or conditions unless copyright (or some other licensed right) is implicated.

Note that if you are using a database in a jurisdiction where you must respect database rights, and you receive a CC-licensed work from someone located in a jurisdiction without database rights, you should determine whether database rights exist and have been licensed. If so, you need to properly mark and attribute as the license requires, since the person from whom you received the database may not have been required to keep that information. If you are using a licensed database and you do not have to comply with the license terms because such rights do not exist in your jurisdiction, we recommend that you retain this information where possible. Doing so assists downstream reusers who are required to provide it when they share further.

What constitutes a “substantial portion” of a database?

There is no bright line test for what constitutes a “substantial portion”. The answer will depend on the law in the relevant jurisdiction. Note that what constitutes a substantial portion is determined both quantitatively and qualitatively. Also, using several insubstantial portions can add up to a substantial portion.

If my use of a database is restricted by sui generis database rights, how do I comply with the license?

If the database is released under the current version (4.0) of CC licenses, you must attribute the licensor if you share a substantial portion of the database contents. The other requirements depend on the particular license applied to the database. Under the NC licenses, you may not extract and reuse a substantial portion of the database contents for commercial purposes. The ND licenses prohibit you from including a substantial portion of the database contents in another publicly shared database in which you have sui generis database rights of your own. And finally, the SA licenses require you to apply the same or a compatible license to any database you share publicly and in which you include a substantial portion of the licensed database contents. Note that this does **not** require you to ShareAlike any copyright or other rights you have in the individual contents of the database.

Notes

- ↑ Key Publications, Inc. v. Chinatown Today Publishing Enterprises Inc., 945 F.2d 509 (2d Cir. 1991).

Category: FAQ

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