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En bilaga till Internetguiden "Copyright – Copyleft"



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Version 1.0a

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\* Tekniska åtgärder som begränsar rättigheter enligt denna Licens är ej tillåtna

Ovanstående gäller även Verk som ingår i Samlingsverk, men det krävs inte att Samlingsverket förutom den del som härrör från Verket sprids och licensieras enligt villkoren i denna Licens. Om Licenstagaren skapar ett Samlingsverk, måste Licenstagaren på anmodan från Licensgivaren, så långt det är praktiskt möjligt, ta bort sådan referens som anges i 4c.

2. Licenstagaren har inte rätt att nyttja de rättigheter som Licenstagaren erhåller enligt punkten 3 ovan på ett sätt vars huvudsakliga syfte är att ge Licenstagaren en kommersiell fördel eller annan typ av ekonomisk ersättning. Spridning av Verket i utbyte mot andra upphovsrättsligt skyddade verk genom fildelning eller annan metod skall inte betraktas som ett brott mot denna klausul, under förutsättning att betalning eller annan monetär ersättning i samband med utbytet av upphovsrättsligt skyddade filer ej sker.

3. Om Licenstagaren nyttjar rättigheter (enligt punkt 3) till Verket eller Samlingsverk måste Licenstagaren tillse att alla hänvisningar till denna licens vidhålls, samt i relation till media eller framförandesätt:

\* Upphovsmannen skall omnämnas i skälig omfattning. Detta sker genom att upphovsmannens namn (eller pseudonym), och/eller annan part som utses av Upphovsmannen och/eller Licensgivaren anges för omnämnande i Licensgivarens uppgift om upphovsrättsinnehav eller dylikt.

\* Namnet eller titeln på Verket skall anges om uppgivet;

\* Om praktiskt möjligt, skall den Internet-adress (Uniform Resource Identifier) som Licensgivaren uppger anges. Detta gäller endast om Internet-adressen refererar till uppgift om upphovsrättsinnehav eller licensinformation för Verket.

\* Omnämnande skall införas skäligen. I fall av Samlingsverk skall allt erkännande enligt denna punkt genomföras på sådant sätt som är jämförbart i status med annat angivande av upphovsmän.

4. För det fall Verket är ett musikaliskt verk gäller att:

1. Royalties enligt förlagsavtal. . Licensgivaren behåller den exklusiva rätten att motta, antingen individuellt eller genom en intresseorganisation som företräder upphovsmän och artister (såsom STIM), royalties för nyttjande (enligt punkt 3) av Verket om nyttjande är huvudsakligen utfört för att ge en kommersiell fördel eller ekonomisk ersättning.

2. Mekaniska rättigheter. Om Verket är en inspelning behåller Licenstagaren rätten att, antingen individuellt eller genom en intresseorganisation, motta royalties för nyttjande (enligt punkt 3) av Verket.

5. Webcasting-rättigheter. Om Verket är en inspelning behåller Licenstagaren rätten att, antingen individuellt eller genom en intresseorganisation, motta royalties för nyttjande (enligt punkt 3) av Verket.

## 5. Garantier och friskrivning

UTÖVER VAD SOM UTTRYCKLIGEN FÖRESKRIVS I DENNA LICENS ELLER SOM ANNARS SKRIFTLIGEN ÖVERENSKOMMITS ELLER KRÄVS ENLIGT LAG TILLHANDAHÅLLS VERKET I "BEFINTLIG SKICK", UTAN NÅGRA SOM HELST GARANTIER, VARKEN UTTRYCKLIGA ELLER IMPLICITA, UTAN NÅGRA BEGRÄNSNINGAR AVSEENDE GARANTIER AVSEENDE INNEHÅLLET ELLER KORREKTHETEN I VERKET.

6. Ansvarsbegränsning. UTÖVER VAD SOM FÖLJER AV TILLÄMPLIG LAG OCH UTÖVER ERSÄTTNINGSSKYLDIGHET TILL OBEROENDE PART TILL FÖLJD AV BROTT MOT GARANTIerna I PUNKTEN 5 SKALL LICENSGIVAREN INTE I NÅGOT FALL BLI ERSÄTTNINGSSKYLDIG TILL LICENSTAGAREN FÖR SKADA SOM FÖLJER AV DENNA LICENS ELLER ANVÄNDNING AV VERKET, ÄVEN OM LICENSGIVAREN HAR UPPLYSTS OM MÖJLIGHETEN AV SÅDAN ERSÄTTNINGSSKYLDIGHET.

## 7. Avtalets upphörande

1. Denna Licens och de rättigheter som är förenade därmed kommer automatiskt att upphöra om Licenstagaren bryter mot något villkor i denna Licens. De fysiska eller juridiska personer som har erhållit Samlingsverk från Licenstagaren under denna Licens kommer emellertid inte att få sin Licens avbruten förutsatt att dessa fysiska eller juridiska personer fortsatt uppfyller villkoren i denna Licens. Punkterna 1, 2, 5, 6, 7 och 8 skall äga fortsatt giltighet efter denna Licens upphörande.

2. Licensgivaren behåller rätten att påbörja eller upphöra spridning av Verket, under förutsättning att en sådan förändring inte innebär att denna Licens dras tillbaka (eller någon annan licens som har erbjudits eller skall erbjudas enligt villkoren som följer av denna Licens) och att denna Licens fortsätter gälla om den inte upphört enligt ovan.

#### 8. Övrigt

1. Varje gång Licenstagaren nyttjar (enligt punkt 3) ett Verk eller ett Samlingsverk, erbjuder Licensgivaren mottagaren av Verket samma Licens till Verket som Licenstagaren har erhållit och som följer av dessa villkor.

2. Om någon del av Licensen skulle befinnas vara ogiltig, otillåten eller överkställbar skall detta inte påverka giltigheten av övriga bestämmelser som skall fortsätta att äga giltighet. Villkor som befinns vara ogiltiga, otillåtna eller överkställbara skall, i den mån så är möjligt, jämkas så att de blir giltiga, tillåtna respektive verkställbara och därvid i så hög utsträckning som möjligt tolkas i enlighet med parternas ursprungliga intentioner.

3. Part skall inte anses ha avstått från att göra villkor gällande eller tillåtit brott mot villkor om detta ej skett skriftligen.

4. Licensen skall utgöra parternas fullständiga reglering av allt som det berör, och alla skriftliga och muntliga åtaganden och utfästelser som föregått Licensen är utan verkan. Ändringar av Avtalet skall ske skriftligen och undertecknas av Licensgivaren och Licenstagaren för att vara gällande.