

Creative Archive Licence (CAL)
Version 1.0
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Creative Archive Licence (CAL)

Version 1.0

Provisional Creative Archive Licence

This Creative Archive Licence enables You to use and distribute Works within the UK in the ways and on the terms set out in this Licence. Use of the Work by You will be treated as acceptance of this Licence.

All capitalised terms are defined in Clause 1 below. The singular includes the plural and vice versa, unless the context otherwise requires.

This Licence is between:

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and

'You' (a private individual or member of an educational establishment)

agree as follows:

1. Definitions

"Credit/Crediting" (Attribution) means acknowledging the Original Authors and/or Licensors of any Works and/or Derivative Work that You Share;

"Derivative Work" means any work created by the editing, adaptation or translation of the Work in any media or any work made up of a number of separate works in which the Work is included in its entirety in unmodified form;

"Licence" means this Creative Archive licence for use within the UK;

"Logo" means the Creative Archive Licence logo attached to or incorporated in

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"No-Endorsement" means that You must not use the Work and/or Derivative Work in any way that would suggest or imply the Licensor's support, association or approval;

"Non-Commercial" means personal use or use for educational purposes within any educational establishment listed in Annexe A, but excludes any commercial use (including professional, political or promotional uses);

"Original Author" means the individual (or entity) who created the Work and who should always be Credited.

"Share" means to communicate or make available to other members of the public by publishing, distributing, performing or other means of dissemination;

"Share-Alike" means Sharing the Work and/or Derivative Work under the same terms and conditions as granted to You under this Licence;

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2.1 The Licensor hereby grants to You a Non-Commercial, No-Endorsement, payment-free, non-exclusive licence within the United Kingdom for the duration of copyright in the Work to copy and/or Share the Work and/or create, copy and/or Share Derivative Works on any platform in any media.

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2.2.2. share the Work and/or any Derivative Work only under the terms of this Licence (i.e.Share-Alike);

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2.2.5. do not use the Work (which includes any underlying contributions to the work) and/or any Derivative Work for any illegal, derogatory or otherwise offensive purpose or through the use of the Work or any Derivative Work bring the Licensor's (or underlying rights owners') reputation into disrepute;

2.2.6 keep this Licence intact and unaltered and including all notices, including FAQs that refer to this Licence.

2.2.7 attach the Logo to any Work or Derivative Work you Share under the terms of this Licence to identify the source of the Work and/or Derivative Work and in order to demonstrate your agreement with the Licence terms. The Logo may not be altered or distorted in any way or used for any other purpose

2.3 Each time You Share the Work and/or Derivative Work, the Licensor(s) offer to the recipient a Share-Alike licence to the Work provided the recipient complies with the terms of this Licence in respect of the Work and the Work as incorporated in the Derivative Work.

2.4 This Licence does not affect any rights that You may have under any applicable law, including fair dealing or any other exception to copyright infringement.

3. Warranties and Disclaimer

3.1 The Licensor warrants that the Licensor is either the Original Author or has secured all rights in the Work necessary to grant this Licence in respect of the Work to you and that it has the right to grant permission to use the Logo as set out in this Licence

3.2 Except as expressly stated in Clause 3.1 the Licensor provides no other warranty, express or implied, in respect of the Work.

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4.1 Subject to any liability which may not be excluded or limited by law and/or any liability that You may incur to a third party resulting from a breach by the Licensor of its warranty in Clause 3.1 above, the Licensor shall not be liable and hereby expressly excludes any and all liability for loss or damage howsoever and whenever caused to You or by You.

5. Termination

5.1 The rights granted to You under this Licence shall terminate automatically upon any breach by You of the terms of this Licence. Individuals or entities who have received Derivative Works from You under this Licence, however, will not have their licences terminated provided such individuals or entities remain in full compliance with these Licence terms.

6. General

6.1 If any provision of this Licence is held to be invalid or unenforceable, it shall not affect the validity or enforceability of the remainder of the terms of this Licence

6.2 This Licence constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. The Licensor shall not be bound by any additional provisions that may appear in any communication from You.

6.3 A person who is not a party to this Licence will have no rights under the

Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

6.4 (The BBC) reserves the right to change the terms of this Licence at any time. Any changes that (the BBC) considers at its discretion significantly alter the terms of the Licence, shall be notified to You.

6.5 This Licence shall be governed by the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

ANNEXE A

Educational Establishments

For the purposes of this Licence, an educational establishment shall mean:

- those bodies set out under S174 of the Copyright Designs and Patents Act 1988, which include schools, universities, higher education colleges and colleges of further education
- museums accredited by the MLA (Museums, Libraries and Archives Council) or funded/sponsored by the DCMS (Department for Culture, Media and Sport)

5 Rules of the Creative Archive Licence
No commercial use

Share alike

Give credit

No endorsement

UK only

The 5 basic rules in brief

Basically, there are five main rules that you need to know and agree to in order to be able to use the Creative Archive material. Please note that this summary is not a replacement for the Creative Archive Licence but an effort to introduce the key concepts.

1. Non-commercial

Anything you create using the available content must be for your own non-commercial use. This means that you can share it freely with family and friends and use the content for educational purposes (which includes for non-endorsing faith-based educational purposes). You may not, however, sell or profit financially in any way from the use of the content, for example, artists can't charge admission fees to exhibit work they've produced with the content.

2. Share-Alike

You are welcome to share the works (we call them 'Derivative Works') you produce with this content. If you do want to share your Derivative Works, please

make sure you do so under the terms of the Creative Archive License, and make sure you 'credit' (see below) all creators and contributors whose content is included in the Derivative Works.

3. Crediting (Attribution)

This is your chance to make sure everyone knows what you've done, but you also need to make sure that others who have contributed to a work (a Derivative Work) are credited too. It's up to you how creatively you acknowledge others' contributions!

4. No Endorsement and No derogatory use

We want you to get creative with the content we've made available for you but please don't use it for endorsement, campaigning, defamatory or derogatory purposes. Whilst faith-based organisations may use the content for resource and teaching purposes they must take care not to breach the requirements of 'No Endorsement' as set out in the terms of the License. Equally, Educational Establishments may showcase uses of the content within the school environment but may not use the content to promote the school or college (e.g. on a school website). The bottom line is, don't use the content to promote political or charitable organisations or for campaigning or promotional purposes, and remember to treat others and their work in the way that you'd expect them to treat you and your work...with respect!

5. UK

The Creative Archive content is made available to internet users for use within the UK.

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