

## **KODA Members' Terms and Conditions for Using Creative Commons Licenses**

If you wish to use a Creative Commons License you must read the terms and conditions mentioned below, fill out page 2, sign it and send it to KODA.

Remember also to fill out a Creative Commons License at [www.creativecommons.dk](http://www.creativecommons.dk).

When joining KODA you are precluded from controlling your musical works yourself and the lyrics related thereto, since the exclusive administration right has been assigned to KODA. Regardless of this KODA has introduced a trial scheme according to which the member can submit musical works to a Creative Commons License for non-commercial use and varieties thereof (but not other Creative Commons Licenses) on the following terms and conditions:

1. "Commercial Use" is to be interpreted in accordance with the Creative Commons' definition thereof. According to the Creative Commons' guidelines for non-commercial use the definition i.a. implicates that commercial use means any use in DR (Denmark's Radio), TV 2 Denmark and other radio and TV stations (unless it concerns for instance a non-profit local radio without commercials), all other use on distribution channels with advertising revenues and any use counterbalanced by payment.
2. This declaration is to be adopted simultaneously by all the rights holders of the works listed in the declaration.
3. The member/members accept(s) that KODA cannot in all situations guarantee to be able to collect and/or distribute remunerations for the commercial use of the works comprised by this declaration, as it may – in practice – be administratively difficult or cost consuming to enforce the rights in the works because they have been submitted to a Creative Commons License.
4. Neither can we guarantee not to distribute for non-commercial use. This is due to the fact that it may turn out to be difficult to precisely estimate whether a specific use is to be considered as commercial or non-commercial and it may be too cost consuming to sort out remunerations for use that is non-commercial.
5. For the sake of good order we wish to underline that for economical reasons KODA cannot in advance undertake to protest against and/or take legal proceedings against use that has been made contrary to the Creative Commons License.
6. The reservations made under items 3, 4, and 5 also apply to use of the works abroad as KODA cannot undertake to inform the foreign collecting societies of the limitation in our – and thus also in the foreign societies' – administration of the works.
7. The members are aware of the fact that a Creative Commons License lasts forever. This means that KODA cannot later on resume collection of fees for non-commercial use of the works comprised by this declaration even if the member should wish so. An annulment of the present agreement has thus no bearing in practice.

The member wishes/members wish the following work(s) to be comprised by a Creative Commons License on non-commercial use:

Title \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

I accept the above-mentioned conditions:

Name \_\_\_\_\_

Date \_\_\_\_\_

KODA member number \_\_\_\_\_

Signature \_\_\_\_\_

I accept the above-mentioned conditions:

Name \_\_\_\_\_

Date \_\_\_\_\_

KODA member number \_\_\_\_\_

Signature \_\_\_\_\_

I accept the above-mentioned conditions:

Name \_\_\_\_\_

Date \_\_\_\_\_

KODA member number \_\_\_\_\_

Signature \_\_\_\_\_

*Once you have accepted these conditions and sent them to KODA, Lautrupsgade9, 2100 København Ø , you can as a KODA member use Creative Commons Licenses for non-commercial use for the above-mentioned works. You then have to enter [www.creativecommons.dk](http://www.creativecommons.dk) to conclude a Creative Commons License (this means that you are to choose “no” to the question as to whether you will allow “commercial use” when you conclude the license).*