Copyright Policy of Jagori, 2014

A. Mission and Purpose

Jagori.org is a registered society guided by its vision of helping build a just society through feminist values. Its mission is to deepen feminist consciousness with diverse stakeholders at the national and local levels through advocacy, perspective building and supporting struggles against human rights violations of women and generating new body of knowledge. This would entail working towards safer and more inclusive environment in cities and facilitating women's access to dignity, justice and rights through:

- Catalyzing women's political agency in select communities in Delhi;
- Capacity building and sensitization of select service providers (state and non-state);
- Advocating for more gender responsive state policies and programmes in Delhi;
- Sharing knowledge and resources with women's groups in other cities/ regions.

Jagori produces materials using various media including print, audio and audio visual for raising awareness and sensitization on issues related to gender equality and women's rights and safety. Toward this end, Jagori welcomes individuals and eligible organizations that in some way want to contribute to this cause.

B. Copyright Policy

- 1. **Ownership of Materials** All the material that Jagori produces in any medium, as well as on Jagori's website (including the underlying HTML, text, illustrations, designs, icons, audio clips, video clips, documents and all other website content) [hereinafter, 'Content'] is jointly owned by Jagori and the original creator/s unless stated to the contrary in specific instances.
- Publication Jagori publishes all Content unless otherwise stated, under the Creative Commons Attribution-NonCommercial 4.0 International license. The said license applies to all original published works of Jagori whether created before or after the publication of the present Policy, unless specifically excepted.

- 3. Third Party Content When copyright in certain Content is not held by Jagori or is jointly-held, the sole or joint copyright owner is specifically noted within the applicable sources or in the said Content itself (hereinafter, 'third-party Content'). Please note that third-party Content has been published with the permission of the relevant copyright owners (who are not Jagori) and the same is expressly exempt from the Creative Commons License that governs the rest of the Content. All rights in these documents, photos, audio-records or videos are reserved to their owners, and permission to copy or otherwise exploit them must be requested and obtained directly from the copyright owners.
- 4. You should assume that all of Jagori's material, including everything published on its online spaces is copyrighted unless otherwise noted and may not be used except as provided in this Copyright Policy or without the permission of Jagori.
- 5. With the exception of the below mentioned limited authorization, no license to or right in any copyright of Jagori or of any other party is granted or conferred to you.

6. Non Commercial Use or Publication:

- i. The Content may be used solely for personal, informational and non-commercial purposes. Some materials have been explicitly developed for advocacy or educational purposes and are intended for download, printing and dissemination/ sharing.
- Any or all of the Content may be used for the purposes of any of the above specified non – commercial uses, on the condition that due permission is taken from Jagori *prior* to such act of use and provided that credit and reference is given to Jagori and the joint copyright owner (where applicable) in the following manner:



(<u>Title of work</u>) by (Jagori/____) is licensed under a <u>Creative Commons</u> <u>Attribution-NonCommercial 4.0 International License</u>

- iii. Any copyright and source indications must also be copied. You must retain and reproduce each and every copyright notice or other proprietary rights notice contained in any part of the content you use.
- iv. You may not otherwise modify, copy, distribute, transmit, display, post, reproduce, publish, create derivative works from, transfer any pages , data, information, or

services obtained from this material unless you have the prior permission of Jagori and any other applicable owner of the contents.

- v. Written permission for use must be requested from Jagori or where applicable, from agency or freelance photographers (named/indicated in the photo credit) or in the case of third –party publications from the agency, publication or individual concerned.
- vi. To secure permission to reproduce materials, please write, email or send a facsimile to:

B – 114, Shivalik, Malviya Nagar, New Delhi – 110017 India Phone: +91 11 2669 1219 Fax: +91 11 2669 1221 Email: jagori@jagori.org

- vii. Please include the following information in your communication:
 - a) Full name of the book, article, page, audio/ video/photograph and caption you want to use.
 - b) When extracts of the Content are sought to be used, exact details of the extracts.
 - c) Your full name, address, telephone and facsimile numbers. A statement concerning how you wish to use the material.
 - d) Actual proof within context or pre-production sample is required to be submitted before final approval is given.
- viii. All rights not expressly granted herein are reserved by Jagori.

7. **Commercial Use or Publication** – Commercial use, modification, transmission, or publication of all or part of documents, photos, film footage, audio records, logos and graphics is strictly prohibited.

8. Submission/ contribution of content to Jagori

By posting or submitting content on our site, you grant Jagori a non – exclusive, royalty – free, perpetual, worldwide license to republish any material you submit, without limitation, in any format.

9. Declaration:

Any use of the work other than as authorized under this policy or copyright law is prohibited. By utilizing any of the work, you accept and agree to be bound by the terms of this license.

10. If you have questions regarding Jagori's Copyright Policy, please contact us at:

B – 114, Shivalik, Malviya Nagar, New Delhi – 110017 India Phone: +91 11 2669 1219 Fax: +91 11 2669 1221 Email: <u>jagori@jagori.org</u>

11. If you receive email messages from Jagori about updates to its website or its programmes, events, publications and initiatives, and wish to no longer receive these updates, you can unsubscribe from Jagori mailing list following the unsubscribe directions in the email or drop a line to jagori@jagori.org.

12. Representations, Warranties and Disclaimers

Unless otherwise mutually agreed to by Jagori and you in writing, Jagori offers the work as-is and makes no representations or offers warranties of any kind concerning the work, whether express, implied, statutory or otherwise, including but not limited to:

a. The opinions or views expressed in copyrighted materials are those of the writers/authors and do not necessarily reflect the views of Jagori's official policies and perspectives.

- b. Jagori's websites contain links to other websites for the convenience of users. These sites are not controlled by Jagori and Jagori is not responsible for their content.
- c. Jagori does not moderate the content that is uploaded on to Jagori's websites by third parties, including but not limited to blogposts and comments (hereinafter, 'external content'). The poster of external content is under a legal obligation to ensure that such content adheres to the laws of the land and is *inter alia*, not violative of any third party rights or is libelious, seditious, slanderous and/ or otherwise prohibited under the Information Technology Act, 2000 and its Rules and other applicable statutes, Rules and notifications that may be passed from time to time. If any of the external content falls under any of the categories of prohibited subject matter classified under the Information Technology Act, 2000 and its Rules and other applicable statutes, Rules and notifications that are in force at the applicable time, Jagori's attention is to be drawn to the same immediately by sending an email to jagori@jagori.org and Jagori will ensure that it is removed within 48 hours of such notification.
- 13. Limitation on Liability. Except to the extent required by applicable law (whether statutory or under common law) in no event will Jagori be liable to you on any legal theory for any special, incidental, punitive, consequential or exemplary damage arising out of this license or the use of the work, even if Jagori has been advised of the possibility of such damages.

14. Termination:

- a. This License and the rights granted hereunder will terminate automatically upon any breach by you of the terms of this License. Individuals or entities who have received Adaptations or Collections from you under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses.
- b. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the applicable part of the Content). Notwithstanding the above, Jagori reserves the right to release any part of the Content under different license terms or to stop distributing any or all of it at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the

terms of this License), and this License will continue in full force and effect unless terminated as stated above.

15. Miscellaneous

- a. Each time you Distribute an Adaptation of the Content, Jagori offers to the recipient a license to the original Content on the same terms and conditions as the license granted to you.
- b. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License.
- c. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
- d. This License constitutes the entire agreement between the parties with respect to the Content licensed here. There are no understandings, agreements or representations with respect to the Content not specified here. Jagori shall not be bound by any additional provisions that may appear in any communication from you. This License may not be modified without the mutual written agreement of Jagori and you.
- e. The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License is not intended to restrict the license of any rights available to Jagori under applicable law.

End