CERN Open Hardware Licence Version 2 - Strongly Reciprocal

Preamble

CERN has developed this licence to promote collaboration among hardware designers and to provide a legal tool which supports the freedom to use, study, modify, share and distribute hardware designs and products based on those designs. Version 2 of the CERN Open Hardware Licence comes in three variants: CERN-OHL-P (permissive); and two reciprocal licences: CERN-OHL-W (weakly reciprocal) and this licence, CERN-OHL-S (strongly reciprocal).

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1 Definitions

1.1 ‘Licence’ means this CERN-OHL-S.

1.2 ‘Compatible Licence’ means

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b) any version of the CERN-OHL-S, or
c) any licence which permits You to treat the Source to which it applies as licensed under CERN-OHL-S provided that on Conveyance of any such Source, or any associated Product You treat the Source in question as being licensed under CERN-OHL-S.

1.3 ‘Source’ means information such as design materials or digital code which can be applied to Make or test a Product or to prepare a Product for use, Conveyance or sale, regardless of its medium or how it is expressed. It may include Notices.

1.4 ‘Covered Source’ means Source that is explicitly made available under this Licence.

1.5 ‘Product’ means any device, component, work or physical object, whether in finished or intermediate form, arising from the use, application or processing of Covered Source.
1.6 ‘Make’ means to create or configure something, whether by manufacture, assembly, compiling, loading or applying Covered Source or another Product or otherwise.

1.7 ‘Available Component’ means any part, sub-assembly, library or code which:

   a) is licensed to You as Complete Source under a Compatible Licence; or

   b) is available, at the time a Product or the Source containing it is first Conveyed, to You and any other prospective licensees

      i) as a physical part with sufficient rights and information (including any configuration and programming files and information about its characteristics and interfaces) to enable it either to be Made itself, or to be sourced and used to Make the Product; or

      ii) as part of the normal distribution of a tool used to design or Make the Product.

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1.10 ‘Notice’ means copyright, acknowledgement and trademark notices, Source Location references, modification notices (subsection 3.3(b)) and all notices that refer to this Licence and to the disclaimer of warranties that are included in the Covered Source.

1.11 ‘Licensee’ or ‘You’ means any person exercising rights under this Licence.

1.12 ‘Licensor’ means a natural or legal person who creates or modifies Covered Source. A person may be a Licensee and a Licensor at the same time.

1.13 ‘Convey’ means to communicate to the public or distribute.

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b) add a Notice to the modified Covered Source stating that You have modified it, with the date and brief description of how You have modified it;

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You may Make Products, and/or Convey them, provided that You either provide each recipient with a copy of the Complete Source or ensure that each recipient is notified of the Source Location of the Complete Source. That Complete Source is Covered Source, and You must accordingly satisfy Your obligations
set out in subsection 3.3. If specified in a Notice, the Product must visibly and securely display the Source Location on it or its packaging or documentation in the manner specified in that Notice.

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You may Convey Covered Source, modified Covered Source or Products to a legal entity carrying out development, testing or quality assurance work on Your behalf provided that the work is performed on terms which prevent the entity from both using the Source or Products for its own internal purposes and Conveying the Source or Products or any modifications to them to any person other than You. Any modifications made by the entity shall be deemed to be made by You pursuant to subsection 3.2.

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8 General

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8.4 This Licence shall terminate with immediate effect if You fail to comply with any of its terms and conditions.

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8.6 This Licence shall not be enforceable except by a Licensor acting as such, and third party beneficiary rights are specifically excluded.