CERN Open Hardware Licence Version 2 -
Weakly 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: this licence, CERN-OHL-W (weakly reciprocal) and CERN-OHL-S (strongly reciprocal).

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1 Definitions

1.1 ‘Licence’ means this CERN-OHL-W.

1.2 ‘Compatible Licence’ means

a) any earlier version of the CERN Open Hardware licence, or

b) any version of the CERN-OHL-S or the CERN-OHL-W, or

c) any licence which permits You to treat the Source to which it applies as licensed under CERN-OHL-S or CERN-OHL-W 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 or CERN-OHL-W as appropriate.

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) 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.

1.8 ‘External Material’ means anything (including Source) which:

a) is only combined with Covered Source in such a way that it interfaces with the Covered Source using a documented interface which is described in the Covered Source; and

b) is not a derivative of or contains Covered Source, or, if it is, it is solely to the extent necessary to facilitate such interfacing.

1.9 ‘Complete Source’ means the set of all Source necessary to Make a Product, in the preferred form for making modifications, including necessary installation and interfacing information both for the Product, and for any included Available Components. If the format is proprietary, it must also be made available in a format (if the proprietary tool can create it) which is viewable with a tool available to potential licensees and licensed under a licence approved by the Free Software Foundation or the Open Source Initiative. Complete Source need not include the Source of any Available Component, provided that You include in the Complete Source sufficient information to enable a recipient to Make or source and use the Available Component to Make the Product.

1.10 ‘Source Location’ means a location where a Licensor has placed Covered Source, and which that Licensor reasonably believes will remain easily accessible for at least three years for anyone to obtain a digital copy.

1.11 ‘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.

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

1.13 ‘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.

1.14 ‘Convey’ means to communicate to the public or distribute.
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2.1 This Licence governs the use, copying, modification, Conveying of Covered Source and Products, and the Making of Products. By exercising any right granted under this Licence, You irrevocably accept these terms and conditions.

2.2 This Licence is granted by the Licensor directly to You, and shall apply worldwide and without limitation in time.

2.3 You shall not attempt to restrict by contract or otherwise the rights granted under this Licence to other Licensees.

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3.3 You may Convey modified Covered Source (with the effect that You shall also become a Licensor) provided that You:

   a) retain Notices as required in subsection 3.2;

   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;

   c) add a Source Location Notice for the modified Covered Source if You Convey in circumstances where the recipient does not otherwise receive a copy of the modified Covered Source; and

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4.1 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 includes 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.

4.2 Where You Convey a Product which incorporates External Material, the Complete Source for that Product which You are required to provide under subsection 4.1 need not include any Source for the External Material.

4.3 You may license Products under terms of Your choice, provided that such terms do not restrict or attempt to restrict any recipients’ rights under this Licence to the Covered Source.

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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

8.1 If any provisions of this Licence are or subsequently become invalid or unenforceable for any reason, the remaining provisions shall remain effective.

8.2 You shall not use any of the name (including acronyms and abbreviations), image, or logo by which the Licensor or CERN is known, except where needed to comply with section 3, or where the use is otherwise allowed by law. Any such permitted use shall be factual and shall not be made so as to suggest any kind of endorsement or implication of involvement by the Licensor or its personnel.

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You may treat Covered Source licensed under CERN-OHL-W as licensed under CERN-OHL-S if and only if all Available Components referenced in
the Covered Source comply with the corresponding definition of Available Component for CERN-OHL-S.

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