

CERN Open Hardware Licence Version 2 - Strongly Reciprocal

CERN

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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

The following meanings apply in this Licence:

- 1.1 *‘Licence’* means the CERN-OHL-S.
- 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
 - 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.
- 1.8 *'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.
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- 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.
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 - a) the power, direct or indirect, to control direction or management, whether by contract or otherwise, or

- b) ownership of fifty percent (50%) or more of the outstanding shares,
or
- c) beneficial ownership.

1.14 '*Internal Development*' means distributing Source or Products to

- a) Your Affiliate (in which case should it cease to be Your Affiliate, You shall be deemed to have distributed the modified Source or Product to the Affiliate immediately prior to its ceasing to be Your Affiliate);
or
- b) a legal entity which is performing development, testing or quality assurance work on Your behalf on terms which prevent the entity from both using the Source or Product for its own internal purposes and distributing the Source or Product or any modifications thereto to any person other than You.

1.15 '*Convey*' means to communicate to the public or distribute, except for the purpose of Internal Development.

2 Applicability

- 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.
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- 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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You may only delete Notices if they are no longer applicable to the corresponding Covered Source as modified by You and You may add additional Notices applicable to Your modifications. Including Covered Source in a

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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 section 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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7 General

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- 7.5 However, if you cease all breaches of this Licence, then your licence from any Licensor is reinstated unless such Licensor has terminated this Licence by giving you, while you remain in breach, a notice specifying the breach and requiring you to cure it within 30 days, and you have failed to come into compliance in all material respects by the end of the 30 day period. Should you repeat the breach after receipt of a cure notice and subsequent reinstatement, this Licence will terminate immediately and permanently. Section 5 shall continue to apply after any termination.
- 7.6 This Licence shall not be enforceable except by a Licensor acting as such, and third party beneficiary rights are specifically excluded.

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