

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

The CERN-OHL-W is copyright © CERN 2020. Anyone is welcome to use it, in unmodified form only.

Use of this Licence does not imply any endorsement by CERN of any Licensor or their designs nor does it imply any involvement by CERN in their development.

1 Definitions

The following meanings apply in this Licence:

1.1 '*Licence*' means 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 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 described in the Complete Source, 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 any Licensee to make a digital copy for at least three years.
- 1.11 *'Notice'* means copyright, acknowledgement and trademark notices, Source Location references, modification notices (section 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 *'Affiliate'* means any legal entity which is controlled by or is under common control with another, where 'control' means
- 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.
- 1.15 *'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.
- 1.16 *'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.
- 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.
- 2.4 This Licence is not intended to restrict fair use, fair dealing, or any other similar right.

3 Copying, modifying and Conveying Covered Source

- 3.1 You may copy and Convey verbatim copies of Covered Source, in any medium, provided You retain all Notices.

3.2 You may modify Covered Source, other than Notices, provided that You irrevocably undertake to make that modified Covered Source available from a Source Location should You Convey a Product in circumstances where the recipient does not otherwise receive a copy of the modified Covered Source (in which case subsection 3.3 shall apply).

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.

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
- d) license the modified Covered Source under the terms and conditions of this Licence (or, as set out in 7.3, a later version, if permitted by the licence of the original Covered Source). Such modified Covered Source must be licensed as a whole, but excluding Available Components contained in it or External Material to which it is interfaced, which remain licensed under their own applicable licences.

4 Making and Conveying Products

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 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.

4.2 Where You Convey a Product which incorporates External Material, the Complete Source for that Product which you are required to provide under section 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.

5 Warranty and liability

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- 5.2 EXCLUSION AND LIMITATION OF LIABILITY – The Licensor shall, to the maximum extent permitted by law, have no liability for direct, indirect, special, incidental, consequential, exemplary, punitive or other damages of any character including, without limitation, procurement of substitute goods or services, loss of use, data or profits, or business interruption, however caused and on any theory of contract, warranty, tort (including negligence), product liability or otherwise, arising in any way in relation to the Covered Source, modified Covered Source and/or the Making or Conveyance of a Product, even if advised of the possibility of such damages, and You shall hold the Licensor(s) free and harmless from any liability, costs, damages, fees and expenses, including claims by third parties, in relation to such use.

6 Patents

- 6.1 Subject to the terms and conditions of this Licence, each Licensor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in section 7.4) patent license to Make, have Made, use, offer to sell, sell, import, and otherwise transfer the Covered Source and Products, where such licence applies only to those patent claims licensable by such Licensor that are necessarily infringed by exercising rights under the Covered Source as Conveyed by that Licensor.
- 6.2 If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Covered Source or a Product constitutes direct or contributory patent infringement, or You seek any declaration that a patent licensed to You under this Licence is invalid or unenforceable then any rights granted to You under this Licence shall terminate as of the date such litigation is filed.

7 General

- 7.1 Except for the rights explicitly granted hereunder, this Licence does not imply or represent any transfer or assignment of intellectual property rights to the Licensee.
- 7.2 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.

7.3 CERN may publish updated versions and variants of this Licence which it considers to be in the spirit of this version, but may differ in detail to address new problems or concerns. New versions and variants will be published with a unique version number (for versions) and variant identifier (for variants). Unless the Licensor specifies that only a specific version or variant of the CERN Open Hardware Licence applies to the Covered Source, then You may treat the Covered Source as being released under any version that has been published by CERN with the equivalent variant identifier or, if no identifier, CERN-OHL-S. The Licensor may specify that the Covered Source is subject to a specific version of the CERN Open Hardware Licence or any later version published by CERN from time to time. The variant CERN-OHL-S can be treated as a later version of the CERN-OHL and accordingly is the variant which You may apply to works licensed under versions of the CERN Open Hardware Licence and which are permitted to be licensed under any later version.

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.

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

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.