CERN Open Hardware Licence Version 2 - Permissive

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: this licence, CERN-OHL-P

(permissive); and two reciprocal licences: CERN-OHL-W (weakly

reciprocal) and CERN-OHL-S (strongly reciprocal).

The CERN-OHL-P 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

1.1 'Licence' means this CERN-OHL-P.

1.2 '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.

1.3 'Covered Source' means Source that is explicitly made available

under this Licence.

1.4 '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.

1.5 'Make' means to create or configure something, whether by

manufacture, assembly, compiling, loading or applying Covered

Source or another Product or otherwise.

1.6 'Notice' means copyright, acknowledgement and trademark notices,

references to the location of any Notices, 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.

1.7 'Licensee' or 'You' means any person exercising rights under

this Licence.

1.8 'Licensor' means a person who creates Source or modifies Covered

Source and subsequently Conveys the resulting Covered Source

under the terms and conditions of this Licence. A person may be

a Licensee and a Licensor at the same time.

1.9 'Convey' means to communicate to the public or distribute.

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.

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; and

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.

3.4 You may Convey Covered Source or modified Covered Source under

licence terms which differ from the terms of this Licence

provided that You:

a) comply at all times with subsection 3.3; and

b) provide a copy of this Licence to anyone to whom You

Convey Covered Source or modified Covered Source.

4 Making and Conveying Products

You may Make Products, and/or Convey them, provided that You ensure

that the recipient of the Product has access to any Notices applicable

to the Product.

5 DISCLAIMER AND LIABILITY

5.1 DISCLAIMER OF WARRANTY -- The Covered Source and any Products

are provided 'as is' and any express or implied warranties,

including, but not limited to, implied warranties of

merchantability, of satisfactory quality, non-infringement of

third party rights, and fitness for a particular purpose or use

are disclaimed in respect of any Source or Product to the

maximum extent permitted by law. The Licensor makes no

representation that any Source or Product does not or will not

infringe any patent, copyright, trade secret or other

proprietary right. The entire risk as to the use, quality, and

performance of any Source or Product shall be with You and not

the Licensor. This disclaimer of warranty is an essential part

of this Licence and a condition for the grant of any rights

granted under this Licence.

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 this section 6, or where terminated by the Licensor

for cause) patent licence 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 process is initiated.

7 General

7.1 If any provisions of this Licence are or subsequently become

invalid or unenforceable for any reason, the remaining

provisions shall remain effective.

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 will be published with a unique version number and a

variant identifier specifying the variant. If the Licensor has

specified that a given variant applies to the Covered Source

without specifying a version, You may treat that Covered Source

as being released under any version of the CERN-OHL with that

variant. If no variant is specified, the Covered Source shall be

treated as being released under CERN-OHL-S. The Licensor may

also specify that the Covered Source is subject to a specific

version of the CERN-OHL or any later version in which case You

may apply this or any later version of CERN-OHL with the same

variant identifier published by CERN.

7.4 This Licence shall not be enforceable except by a Licensor

acting as such, and third party beneficiary rights are

specifically excluded.