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).

The CERN-OHL-S 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-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.

1.9 '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.

1.10 '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.

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 each 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.

Including Covered Source in a larger work is modifying the

Covered Source, and the larger work becomes modified Covered

Source.

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 subsection

8.3, 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, which remain licensed under their own

applicable licences.

4 Making and Conveying Products

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.

5 Research and Development

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.

6 DISCLAIMER AND LIABILITY

6.1 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.

6.2 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.

7 Patents

7.1 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 subsections 7.2 and 8.4) 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.

7.2 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.

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.

8.3 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.

8.4 This Licence shall terminate with immediate effect if You fail

to comply with any of its terms and conditions.

8.5 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 6 shall continue to apply

after any termination.

8.6 This Licence shall not be enforceable except by a Licensor

acting as such, and third party beneficiary rights are

specifically excluded.