

# CERN Open Hardware Licence Version 2 - Strong 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-L (less reciprocal) and this licence, CERN-OHL-S (strongly reciprocal). The only effective difference between CERN-OHL-S and CERN-OHL-L is in the definition of 'Available Component'.

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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 the CERN-OHL-L, or
- c) any licence which permits You to treat the Source to which it applies as licensed under CERN-OHL-S or CERN-OHL-L 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-L as appropriate, and fulfil all the applicable requirements of Your chosen variant with respect to that Source.

1.3 '*Source*' means information such as design or computer code which can be applied to Make a Product regardless of its medium or how it is expressed. It includes schematics, logic diagrams, circuit or circuit board layouts, transistor models, standard cells, test vectors, chip layouts, mechanical drawings, flow charts and descriptive text, scripts and hardware

descriptions using hardware description languages and 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 available to You as Complete Source under a Compatible Licence; or
  - b) is available 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. 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 OSI. You are not required under this Licence to provide the Complete Source of any component which qualifies as an 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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- 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.

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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 Except in order to restrain an immediately anticipated breach of patent by You; the Licensor agrees that, unless this Licence has been terminated under Section 7.5, not to issue or threaten to issue any court proceedings in relation to any breach of this Licence without taking reasonable steps to negotiate a settlement. In particular, the Licensor agrees not to seek monetary compensation for breach of its rights hereunder, unless Your breach was flagrant and wilful.
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