

COMMISSION IMPLEMENTING DECISION (EU) 2017/863**of 18 May 2017****updating the open source software licence EUPL to further facilitate the sharing and reuse of software developed by public administrations**

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Whereas:

- (1) The Commission has approved the European Union Public Licence (EUPL) v.1.0 by Decision C(2006) 7108 on 9 January 2007.
- (2) By Decision C(2007) 6774 the EUPL v.1.0 was validated in all the official languages of the European Union.
- (3) By Decision C(2008) 8911, the Commission adopted a revised version of the Licence (EUPL v. 1.1) and validated it in all the official languages.
- (4) In order to further facilitate the sharing and reuse of software developed by public administrations concerning the use of an open source software licence, a new EUPL version, EUPL v. 1.2, should be adopted.
- (5) Some adjustments of wording and simplifications are necessary to align it with official denominations, to allow for a broader scope, to give parties certain flexibilities as regards the applicable law, and to clarify the jurisdiction of the Court of Justice in accordance with the Treaty on the Functioning of the European Union.
- (6) The EUPL includes an appendix of 'compatible licenses' providing interoperability with a list of other 'share alike' licenses, which requires some updates to take into account newer relevant licenses.
- (7) An updated version of the EUPL, version 1.2, has consequently been established and in the interest of clarity and rationality its text should be presented in a consolidated form,

HAS DECIDED AS FOLLOWS:

Sole Article

A new version European Union Public Licence (EUPL) — version 1.2 — is hereby released in accordance with the terms set out in Annex to this Decision.

Done at Brussels, 18 May 2017.

For the Commission
Günther OETTINGER
Member of the Commission

ANNEX

EUROPEAN UNION PUBLIC LICENCE v. 1.2

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- 'The Source Code': the human-readable form of the Work which is the most convenient for people to study and modify.
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The European Commission may publish other linguistic versions or new versions of this Licence or updated versions of the Appendix, so far this is required and reasonable, without reducing the scope of the rights granted by the Licence. New versions of the Licence will be published with a unique version number.

All linguistic versions of this Licence, approved by the European Commission, have identical value. Parties can take advantage of the linguistic version of their choice.

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Without prejudice to specific agreement between parties,

- any litigation resulting from the interpretation of this License, arising between the European Union institutions, bodies, offices or agencies, as a Licensor, and any Licensee, will be subject to the jurisdiction of the Court of Justice of the European Union, as laid down in article 272 of the Treaty on the Functioning of the European Union,
- any litigation arising between other parties and resulting from the interpretation of this License, will be subject to the exclusive jurisdiction of the competent court where the Licensor resides or conducts its primary business.

15. Applicable Law

Without prejudice to specific agreement between parties,

- this Licence shall be governed by the law of the European Union Member State where the Licensor has his seat, resides or has his registered office,
- this licence shall be governed by Belgian law if the Licensor has no seat, residence or registered office inside a European Union Member State.

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Appendix

'Compatible Licences' according to Article 5 EUPL are:

- GNU General Public License (GPL) v. 2, v. 3
 - GNU Affero General Public License (AGPL) v. 3
 - Open Software License (OSL) v. 2.1, v. 3.0
 - Eclipse Public License (EPL) v. 1.0
 - CeCILL v. 2.0, v. 2.1
 - Mozilla Public License (MPL) v. 2
 - GNU Lesser General Public License (LGPL) v. 2.1, v. 3
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 - The European Commission may update this Appendix to later versions of the above licences without producing a new version of the EUPL, as long as they provide the rights granted in Article 2 of this Licence and protect the covered Source Code from exclusive appropriation.
 - All other changes or additions to this Appendix require the production of a new EUPL version.
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