

# European Union Public Licence

v. 1.12

EUPL © the European ~~Community~~-Union 2007, 2012

This European Union Public Licence (the “EUPL”) applies to the Work ~~or Software~~ (as defined below) which is provided under the terms of this Licence. Any use of the Work, other than as authorised under this Licence is prohibited (to the extent such use is covered by a right of the copyright holder of the Work).

The Original Work is provided under the terms of this Licence when the Licensor (as defined below) has placed the following notice immediately following the copyright notice for the Original Work:

*Licensed under the EUPL-~~v.1.1~~*

or has expressed by any other means his willingness to license under the EUPL.

## **1. Definitions**

In this Licence, the following terms have the following meaning:

- *The Licence*: this Licence.

- *The Original Work*: ~~or the Software~~: the work or software distributed and/or communicated by the Licensor under this Licence, available as Source Code and also as Executable Code as the case may be.

- *Derivative Works*: the works or software that could be created by the Licensee, based upon the Original Work or modifications thereof. This Licence does not define the extent of modification or dependence on the Original Work required in order to classify a work as a Derivative Work; this extent is determined by copyright law applicable in the country mentioned in Article 15.

- *The Work*: the Original Work and/or its Derivative Works.

- *The Source Code*: the human-readable form of the Work which is the most convenient for people to study and modify.

- *The Executable Code*: any code which has generally been compiled and which is meant to be interpreted by a computer as a program.

- *The Licensor*: the natural or legal person that distributes and/or communicates the Work under the Licence.

- *Contributor(s)*: any natural or legal person who modifies the Work under the Licence, or otherwise contributes to the creation of a Derivative Work.

51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100

- *The Licensee* or “*You*”: any natural or legal person who makes any usage of the [Software-Work](#) under the terms of the Licence.

- *Distribution* and/or *Communication*: any act of selling, giving, lending, renting, distributing, communicating, transmitting, or otherwise making available, on-line or off-line, copies of the Work or providing access to its essential functionalities at the disposal of any other natural or legal person.

## **2. Scope of the rights granted by the Licence**

The Licensor hereby grants You a world-wide, royalty-free, non-exclusive, sub-licensable licence to do the following, for the duration of copyright vested in the Original Work:

- use the Work in any circumstance and for all usage,
- reproduce the Work,
- modify the Original Work, and make Derivative Works based upon the Work,
- communicate to the public, including the right to make available or display the Work or copies thereof to the public and perform publicly, as the case may be, the Work,
- distribute the Work or copies thereof,
- lend and rent the Work or copies thereof,
- sub-license rights in the Work or copies thereof.

Those rights can be exercised on any media, supports and formats, whether now known or later invented, as far as the applicable law permits so.

In the countries where moral rights apply, the Licensor waives his right to exercise his moral right to the extent allowed by law in order to make effective the licence of the economic rights here above listed.

The Licensor grants to the Licensee royalty-free, non exclusive usage rights to any patents held by the Licensor, to the extent necessary to make use of the rights granted on the Work under this Licence.

## **3. Communication of the Source Code**

The Licensor may provide the Work either in its Source Code form, or as Executable Code. If the Work is provided as Executable Code, the Licensor provides in addition a machine-readable copy of the Source Code of the Work along with each copy of the Work that the Licensor distributes or indicates, in a notice following the copyright notice attached to the Work, a repository where the Source Code is easily and freely accessible for as long as the Licensor continues to distribute and/or communicate the Work.

101 **4. Limitations on copyright**

102

103 Nothing in this Licence is intended to deprive the Licensee of the benefits from any  
104 exception or limitation to the exclusive rights of the rights owners in the Original  
105 Work ~~or Software~~, of the exhaustion of those rights or of other applicable limitations  
106 thereto.

107

108 **5. Obligations of the Licensee**

109

110 The grant of the rights mentioned above is subject to some restrictions and obligations  
111 imposed on the Licensee. Those obligations are the following:

112

113 **Attribution right:** the Licensee shall keep intact all copyright, patent or trademarks  
114 notices and all notices that refer to the Licence and to the disclaimer of warranties.  
115 The Licensee must include a copy of such notices and a copy of the Licence with  
116 every copy of the Work he/she distributes and/or communicates. The Licensee must  
117 cause any Derivative Work to carry prominent notices stating that the Work has been  
118 modified and the date of modification.

119

120 **Copyleft clause:** If the Licensee distributes and/or communicates copies of the  
121 Original Works or Derivative Works based upon the Original Work, this Distribution  
122 and/or Communication will be done under the terms of this Licence or of a later  
123 version of this Licence unless the Original Work is expressly distributed only under  
124 this version of the Licence. The Licensee (becoming Licensor) cannot offer or impose  
125 any additional terms or conditions on the Work or Derivative Work that alter or  
126 restrict the terms of the Licence.

127

128 **Compatibility clause:** If the Licensee Distributes and/or Communicates Derivative  
129 Works or copies thereof based upon both the Original Work and another work  
130 licensed under a Compatible Licence, this Distribution and/or Communication can be  
131 done under the terms of this Compatible Licence. For the sake of this clause,  
132 “Compatible Licence” refers to the licences listed in the appendix attached to this  
133 Licence. Should the Licensee’s obligations under the Compatible Licence conflict  
134 with his/her obligations under this Licence, the obligations of the Compatible Licence  
135 shall prevail.

136

137 **Provision of Source Code:** When distributing and/or communicating copies of the  
138 Work, the Licensee will provide a machine-readable copy of the Source Code or  
139 indicate a repository where this Source will be easily and freely available for as long  
140 as the Licensee continues to distribute and/or communicate the Work.

141

142 **Legal Protection:** This Licence does not grant permission to use the trade names,  
143 trademarks, service marks, or names of the Licensor, except as required for  
144 reasonable and customary use in describing the origin of the Work and reproducing  
145 the content of the copyright notice.

146

147

148

149

150

151 **6. Chain of Authorship**

152

153 The original Licensor warrants that the copyright in the Original Work granted  
154 hereunder is owned by him/her or licensed to him/her and that he/she has the power  
155 and authority to grant the Licence.

156

157 Each Contributor warrants that the copyright in the modifications he/she brings to the  
158 Work are owned by him/her or licensed to him/her and that he/she has the power and  
159 authority to grant the Licence.

160

161 Each time You accept the Licence, the original Licensor and subsequent Contributors  
162 grant You a licence to their contributions to the Work, under the terms of this  
163 Licence.

164

165 **7. Disclaimer of Warranty**

166

167 The Work is a work in progress, which is continuously improved by numerous  
168 contributors. It is not a finished work and may therefore contain defects or “bugs”  
169 inherent to this type of ~~software~~ development.

170

171 For the above reason, the Work is provided under the Licence on an “as is” basis and  
172 without warranties of any kind concerning the Work, including without limitation  
173 merchantability, fitness for a particular purpose, absence of defects or errors,  
174 accuracy, non-infringement of intellectual property rights other than copyright as  
175 stated in Article 6 of this Licence.

176

177 This disclaimer of warranty is an essential part of the Licence and a condition for the  
178 grant of any rights to the Work.

179

180 **8. Disclaimer of Liability**

181

182 Except in the cases of wilful misconduct or damages directly caused to natural  
183 persons, the Licensor will in no event be liable for any direct or indirect, material or  
184 moral, damages of any kind, arising out of the Licence or of the use of the Work,  
185 including without limitation, damages for loss of goodwill, work stoppage, computer  
186 failure or malfunction, loss of data or any commercial damage, even if the Licensor  
187 has been advised of the possibility of such damage. However, the Licensor will be  
188 liable under statutory product liability laws as far such laws apply to the Work.

189

190 **9. Additional agreements**

191

192 While distributing the Original Work or Derivative Works, You may choose to  
193 conclude an additional agreement, ~~defining to offer, and charge a fee for, acceptance~~  
194 ~~of support, warranty, indemnity, or other liability~~ obligations and/or services  
195 consistent with this Licence. However, ~~if~~ accepting ~~such~~ obligations, You may act  
196 only on your own behalf and on your sole responsibility, not on behalf of the original  
197 Licensor or any other Contributor, and only if You agree to indemnify, defend, and  
198 hold each Contributor harmless for any liability incurred by, or claims asserted  
199 against such Contributor by the fact You have accepted any ~~such~~ warranty or  
200 additional liability.

201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250

## **10. Acceptance of the Licence**

The provisions of this Licence can be accepted by clicking on an icon “I agree” placed under the bottom of a window displaying the text of this Licence or by affirming consent in any other similar way, in accordance with the rules of applicable law. Clicking on that icon indicates your clear and irrevocable acceptance of this Licence and all of its terms and conditions.

Similarly, you irrevocably accept this Licence and all of its terms and conditions by exercising any rights granted to You by Article 2 of this Licence, such as the use of the Work, the creation by You of a Derivative Work or the Distribution and/or Communication by You of the Work or copies thereof.

## **11. Information to the public**

In case of any Distribution and/or Communication of the Work by means of electronic communication by You (for example, by offering to download the Work from a remote location) the distribution channel or media (for example, a website) must at least provide to the public the information requested by the applicable law regarding the Licensor, the Licence and the way it may be accessible, concluded, stored and reproduced by the Licensee.

## **12. Termination of the Licence**

The Licence and the rights granted hereunder will terminate automatically upon any breach by the Licensee of the terms of the Licence.

Such a termination will not terminate the licences of any person who has received the Work from the Licensee under the Licence, provided such persons remain in full compliance with the Licence.

## **13. Miscellaneous**

Without prejudice of Article 9 above, the Licence represents the complete agreement between the Parties as to the Work licensed hereunder.

If any provision of the Licence is invalid or unenforceable under applicable law, this will not affect the validity or enforceability of the Licence as a whole. Such provision will be construed and/or reformed so as necessary to make it valid and enforceable.

The European Commission may publish other linguistic versions and/or new versions of this Licence [and/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.

251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278

**14. Jurisdiction**

Without prejudice to specific agreement between Parties,

- any litigation resulting from the interpretation of this License, arising between the European ~~Commission~~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 ~~Communities~~Union, as laid down in article ~~238 of the Treaty establishing the European Community~~272 of the Treaty on the Functioning of the European Union,
- any litigation arising between other Parties, ~~other than the European Commission~~, 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 ~~country~~Member State where the Licensor has his seat, resides or has his registered office,
- this licence shall be governed by ~~the~~ Belgian law if ~~a litigation arises between the European Commission, as a Licensor, and any Licensee;~~the Licensor, ~~other than the European Commission~~, has no seat, residence or registered office inside a European Union ~~country~~Member State.

===

## Appendix

“Compatible Licences” according to Article 5 EUPL are:

- *GNU General Public License (~~GNU~~-GPL) v. 2, v. 3*
- *GNU Affero General Public License (AGPL) v. 3*
- *Open Software License (OSL) v. 2.1, v. 3.0*
- *Common Public License (CPL) v. 1.0*
- *Eclipse Public License (EPL) v. 1.0*
- *Cecill v. 2.0*
- *Mozilla Public Licence (MPL) v. 2*
- *GNU Lesser General Public Licence (LGPL) v. 2.1, ~~and~~ v. 3*
- *Creative Commons Attribution-ShareAlike v. 3.0 Unported (CC BY-SA 3.0) for works other than software*
- *European Union Public Licence (EUPL), any version as from v. 1.1*

The European Commission may:

- update this Appendix to later versions of the above licences without producing a new version of the EUPL.
- extend this Appendix to new licences providing the rights granted in Article 2 of this Licence and protecting the covered Source Code from exclusive appropriation.