

1
2 **European Union Public Licence**
3 **v. 1.2**

4
5
6 EUPL © the European Union 2007, 2013
7

8
9 This European Union Public Licence (the “EUPL”) applies to the Work (as defined
10 below) which is provided under the terms of this Licence. Any use of the Work, other
11 than as authorised under this Licence is prohibited (to the extent such use is covered by
12 a right of the copyright holder of the Work).
13

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

17
18 *Licensed under the EUPL*
19

20 or has expressed by any other means his willingness to license under the EUPL.
21

22 **1. Definitions**
23

24 In this Licence, the following terms have the following meaning:
25

26 - *The Licence*: this Licence.
27

28 - *The Original Work*: the work or software distributed and/or communicated by the
29 Licensor under this Licence, available as Source Code and also as Executable Code as
30 the case may be.
31

32 - *Derivative Works*: the works or software that could be created by the Licensee, based
33 upon the Original Work or modifications thereof. This Licence does not define the
34 extent of modification or dependence on the Original Work required in order to classify
35 a work as a Derivative Work; this extent is determined by copyright law applicable in
36 the country mentioned in Article 15.
37

38 - *The Work*: the Original Work and/or its Derivative Works.
39

40 - *The Source Code*: the human-readable form of the Work which is the most convenient
41 for people to study and modify.
42

43 - *The Executable Code*: any code which has generally been compiled and which is
44 meant to be interpreted by a computer as a program.
45

46 - *The Licensor*: the natural or legal person that distributes and/or communicates the
47 Work under the Licence.
48

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

51

52 - *The Licensee* or “*You*”: any natural or legal person who makes any usage of the Work
53 under the terms of the Licence.

54

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

59

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

61

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

65

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

75

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

78

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

82

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

86

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

88

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

96

97 **4. Limitations on copyright**

98

99 Nothing in this Licence is intended to deprive the Licensee of the benefits from any
100 exception or limitation to the exclusive rights of the rights owners in the Original Work,
101 of the exhaustion of those rights or of other applicable limitations thereto.
102

103 **5. Obligations of the Licensee**

104
105 The grant of the rights mentioned above is subject to some restrictions and obligations
106 imposed on the Licensee. Those obligations are the following:
107

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

115 **Copyleft clause:** If the Licensee distributes or communicates copies of the Original
116 Works or Derivative Works, this Distribution or Communication will be done under the
117 terms of this Licence or of a later version of this Licence unless the Original Work is
118 expressly distributed only under this version of the Licence – for example by stating
119 “EUPL v. 1.2 only”. The Licensee (becoming Licensor) cannot offer or impose any
120 additional terms or conditions on the Work or Derivative Work that alter or restrict the
121 terms of the Licence.
122

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

131 **Provision of Source Code:** When distributing and/or communicating copies of the
132 Work, the Licensee will provide a machine-readable copy of the Source Code or
133 indicate a repository where this Source will be easily and freely available for as long as
134 the Licensee continues to distribute and/or communicate the Work.
135

136 **Legal Protection:** This Licence does not grant permission to use the trade names,
137 trademarks, service marks, or names of the Licensor, except as required for reasonable
138 and customary use in describing the origin of the Work and reproducing the content of
139 the copyright notice.
140

141 **6. Chain of Authorship**

142
143 The original Licensor warrants that the copyright in the Original Work granted
144 hereunder is owned by him/her or licensed to him/her and that he/she has the power and
145 authority to grant the Licence.
146

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

150

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

153

154 **7. Disclaimer of Warranty**

155

156 The Work is a work in progress, which is continuously improved by numerous
157 Contributors. It is not a finished work and may therefore contain defects or “bugs”
158 inherent to this type of development.

159

160 For the above reason, the Work is provided under the Licence on an “as is” basis and
161 without warranties of any kind concerning the Work, including without limitation
162 merchantability, fitness for a particular purpose, absence of defects or errors, accuracy,
163 non-infringement of intellectual property rights other than copyright as stated in Article
164 6 of this Licence.

165

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

168

169 **8. Disclaimer of Liability**

170

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

178

179 **9. Additional agreements**

180

181 While distributing the Original Work or Derivative Works, You may choose to
182 conclude an additional agreement, defining obligations and/or services consistent with
183 this Licence. However, if accepting obligations, You may act only on your own behalf
184 and on your sole responsibility, not on behalf of the original Licensor or any other
185 Contributor, and only if You agree to indemnify, defend, and hold each Contributor
186 harmless for any liability incurred by, or claims asserted against such Contributor by
187 the fact You have accepted any warranty or additional liability.

188

189 **10. Acceptance of the Licence**

190

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

196

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

201

202 **11. Information to the public**

203

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

210

211 **12. Termination of the Licence**

212

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

215

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

219

220 **13. Miscellaneous**

221

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

224

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

228

229 The European Commission may publish other linguistic versions and/or new versions
230 of this Licence and/or updated versions of the Appendix, so far this is required and
231 reasonable, without reducing the scope of the rights granted by the Licence. New
232 versions of the Licence will be published with a unique version number.

233

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

236

237 **14. Jurisdiction**

238

239 Without prejudice to specific agreement between parties,

240 - any litigation resulting from the interpretation of this License, arising between the
241 European Union institutions, bodies, offices or agencies, as a Licensor, and any
242 Licensee, will be subject to the jurisdiction of the Court of Justice of the European
243 Union, as laid down in article 272 of the Treaty on the Functioning of the European
244 Union,

245 - any litigation arising between other parties and resulting from the interpretation of
246 this License, will be subject to the exclusive jurisdiction of the competent court
247 where the Licensor resides or conducts its primary business.
248

249 **15. Applicable Law**

250

251 Without prejudice to specific agreement between parties,

252 - this Licence shall be governed by the law of the European Union Member State
253 where the Licensor has his seat, resides or has his registered office,

254 - this licence shall be governed by Belgian law if the Licensor has no seat, residence
255 or registered office inside a European Union Member State.
256

257

===

258

259

259

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 Licence (MPL) v. 2*
- *GNU Lesser General Public Licence (LGPL) v. 2.1, 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)v. 1.1, v. 1.2*

- 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.