

COLLABORATIVE DEVELOPMENT "OPEN HARDWARE" LICENCE

LOH DDC licence

Version 1.0 (20 May 2014)

Copyright: SIBELGA

Original document available at: www.sibelga.be/openhardware

PREAMBLE

This licence is an Open Hardware licence (with a so-called "copyleft" effect) which was initially created to determine the terms and conditions under which any person interested in being able to reuse the specifications of parts produced within the context of the Collaborative Development Group organised by SIBELGA and ORES (as well as the parts that are the subject of these specifications). This licence may, however, be used for all and any other specifications of parts.

This licence is public, inasmuch as it is open to anyone who might want to benefit from it (provided all the terms and conditions it imposes are met).

This licence has been drawn up in order to guarantee all users the same rights of modification and reuse, with regard to both the initial version of the specifications and related products and to any modifications made by the licensees.

The licence applies to the Specifications, to the corresponding Products, but does not extend to the manufacturing methods of the Products or to the test methods and protocols to which reference may be made in the specifications and which may, moreover, be the subject of the intellectual property rights of others.

TERMS AND CONDITIONS

1. Subject matter, parties and effects of the contract

1.1. This Contract governs all use, reproduction, modification and Distribution (as defined below) of the Specifications, and the way in which you may design, having designed and Distribute Products designed on the basis of the Specifications.

1.2. Under this contract, "**Distribute**" means any act, direct or indirect, of sale, gift, loan, lease, distribution, communication, transmission of a copy of the Specifications or Products to other natural or legal persons.

1.3. The term "**Specifications**" refers to the documentation relating to one or several Products, allowing the manufacture of interoperable and interchangeable products (which means that in strict compliance with said specifications, any part must be able to be replaced without difficulty by a part from another manufacturer, both in terms of its geometric and functional characteristics), and to this end specifying all the technical characteristics expected of the Products and the way in which these technical characteristics are verified.

The Specifications include:

- (a) the texts describing the Products and their technical characteristics,
- (b) the drawings, diagrams, models representing and providing all the information required about the Products, and
- (c) all other texts or descriptive or explanatory elements required for the design of the Products.

The Specifications may be presented in all and any tangible or intangible forms of expression that can easily be consulted, including (but not limited to) free-format or standard proprietary computer files (for example: .pdf, .doc, .odt), or representations on paper or other media.

1.4 The term "**Product**" refers to

- (a) any part or any other element or physical component;
- (b) any assembly or partial assembly (comprising parts or any other elements or physical components or sub-assemblies); and
- (c) all parts or all other elements or physical components combined into "installation kits" intended for assembly by third parties,

which are wholly or partially designed on the basis of the Specifications.

1.5 This Licence applies to all Specifications which contain a statement specifying that they are subject to the Collaborative Development Open Hardware Licence (LOH DDC), as well as to all the Products wholly or partially designed on the basis of these Specifications. If the Specifications are Distributed in an archive format (such as "zip" files) that includes the text of this Licence, this Licence applies to all the files contained in the archive, unless specified otherwise.

1.6 Each person who has contributed to the content of the Specifications is known as a "**Licensor**" for the purposes of this Licence.

1.7 By using, reproducing, modifying or Distributing the Specifications or by designing, having designed or Distributing Products, you agree to observe the terms and conditions of this Licence and to become a "**Licensee**". Any activity that may be contrary to the terms and conditions of this Licence shall put an immediate end to all rights that have been granted to you. However, third parties that have received the Specifications directly or indirectly through you shall continue to benefit from the Licence, provided they observe the terms and conditions thereof.

2. Licence to design Products

2.1. Under the present agreement, the term "**Intellectual Property Rights**" designates all the patent, design and model rights, all rights protecting the name of the product, all copyright, and all other exclusive rights attached to the Specifications or Products.

2.2. Each Licensor grants you, as well as all other "Licensees" and all holders, proprietors or users of Products, a worldwide, perpetual (for the duration of the applicable intellectual rights) and free licence in respect of all the Intellectual Property Rights it holds to the extent necessary to allow you and them to design, have designed, hold, use and Distribute the Products.

This licence only covers the current version of the Specifications and Products, and not the changes made by others at a later stage.

2.3. If you Distribute Specifications that you have modified, or if you Distribute Products designed on the basis of Specifications that you have modified, you grant to all the Licensors, to all the other Licensees and to all holders, proprietors and users of these Products a worldwide, perpetual (for the duration of the applicable intellectual rights) and free licence in respect of all the Intellectual Property Rights you hold to the extent necessary to allow them to design, have designed, hold, use and Distribute the Products. If you bring a Product into production, if you Distribute it, and if the characteristics of this Product differ from those detailed in the Specifications, you are under obligation to update the Specifications and make them available in accordance with Article 3.

This licence only covers your modified version of the Specifications and Products, and not the changes made by others at a later stage.

2.4. The simple fact of passing the Specifications to a subcontractor to enable the latter to design Products in your name and for your account does not constitute "Distribution" within the context or meaning of this Licence, and the fact of a subcontractor providing you with this service does not imply that it must grant a licence under the terms of the above paragraphs.

2.5 The licences referred to in this Article are essential elements of the contract. If, as a result of a court decision, you find yourself prevented from granting the licences required under the present Article, you immediately lose all your rights granted by this Licence and you are no longer permitted to use, copy, modify or distribute the Specifications or to design, have designed or Distribute the Products.

3. Modifications to the Specifications

3.1 You may amend the Specifications, and these changes shall form part of the Specifications. In case of Distribution, they are subject to this Licence, as are any Products that are designed wholly or partially on the basis of these Specifications.

3.2 If you distribute Specifications that you have modified, or Products based wholly or partially on these modified Specifications, you must send these modified Specifications by e-mail in a format corresponding

to that prescribed in Article 4 to all the Licensors that have provided their e-mail address in the Specifications.

3.3 You are entitled to quote an extract from the Specifications, provided you mention the source of the Specifications and make reference to this Licence.

3.4 You are within your rights to translate all or part of the Specifications. Such translation should be considered as a modification to the Specifications and should be treated as such (you must therefore, *inter alia*, ensure compliance with Articles 3.1 and 3.2, which apply in full).

4. Distributing Specifications

4.1 You may distribute unmodified versions of the Specifications in their entirety on any medium, provided you preserve intact all copyright notices or other notices (including all references to the present Licence) included by each Licensor, and include an unmodified copy of this Licence.

All Specifications shall include the notice: "These specifications were developed on the basis of original specifications distributed by SIBELGA under the LOH DDC licence"

4.2 You may distribute modified versions of the Specifications if you observe all the terms and conditions of the preceding paragraph, and provided

(a) you include prominent documentation in a format that can easily be consulted, (for example: .pdf, .doc, .odt) identifying those elements of the Specifications you have modified, specifying that these changes are distributed under the terms and conditions of the present Licence;

(b) all graphic elements (including plans) are included in the form of images of sufficient dimensions to allow correct interpretation (including tolerances, where applicable) and for them to be easily redesigned;

(c) you identify yourself as being the author of the modified version you are distributing while retaining and completing the table at the beginning of the documentation (designed to allow the evolution of the documentation to be traced and the successive contributors to be identified);

(d) you include all additional new files you create, as well as all original and modified versions of the files you have modified (these files must be made available in the same format as the original files);

(e) you do not modify the terms and conditions of this Licence vis-à-vis subsequent licensees; and

(f) if you design or have designed Products, you include in the Specifications all reasonably necessary elements to enable others to design the Products, including the plans of the Product as produced.

5. Designing Products

5.1. You may use the Specifications to design Products or have them designed, provided each Product retains all the notices included by the Licensor (including, where applicable, all copyright notice on a visible part of the Product). Provided this is technically possible, each Product must also mention on a visible part the name of the manufacturer and the version of the Specification to which it corresponds.

5.2 You may Distribute Products that you design or have designed, provided

- you include in each unit a copy of the Specifications in a form as set out in Article 4,

or

- you include (i) either an offer valid for at least three years to provide these Specifications, at no cost other than reasonable medium and postage costs, to any person who so requests, (ii) or a URL where the Specifications are available to be downloaded for a period of at least 3 years counting from the last Distribution of the Product you have produced.

6. New version of the Licence

SIBELGA may publish new versions of this Licence, the main effects of which shall be similar but aimed at resolving unenvisaged situations or responding to the occurrence of new scenarios. Each new version shall carry a new version number.

If the Specifications mention a version number that applies to this and "any subsequent version" you may choose to apply either the version mentioned or a subsequent version published by SIBELGA. If the Specifications do not mention a version number, you may choose any version published by SIBELGA.

SIBELGA holds the copyright to the Licence, but grants to any person the right to copy, use and Distribute the Licence in unchanged form.

7. Limited warranty

The initial Licensor warrants that the Intellectual Property Rights protecting the initial Specifications and Products and granted by this Licence are its property or were given to it under licence and that he/she has the power and is duly qualified to give said rights under this Licence.

Each subsequent Licensor warrants that the Intellectual Property Rights protecting its modified version and granted by this Licence are its property or were given to it under licence and that he/she has the power and is duly qualified to give said rights under this Licence.

The Specifications are Distributed under this Licence in order to be continually improved or modified by successive contributors. This is a work in progress, which may therefore contain faults or errors inherent to this type of development. For this reason, the Specifications are provided under the Licence as they are, without any warranty of any kind, including albeit non-exhaustively, in respect of the commercialisation of the Specifications or Products, their suitability for a particular purpose, freedom from faults or errors, or effectiveness. This disclaimer of warranty is an essential part of the Licence and a condition of the granting of rights. The licensee accepts that the free nature of the licence is inseparable from this disclaimer of warranty.

8. Limitation of liability

Except in case of damage caused with the intent to harm or in the case of damage caused directly to natural persons, the Licensor shall not under any circumstances be liable for any loss, regardless of nature, whether direct or indirect, material or moral, which might arise from the Licence or the use of the Specifications or Products, including, but not limited to, loss caused by loss of clientele, work stoppage, malfunction, loss of data or any other commercial loss, even if the Licensor was aware of the possibility of such loss.

However, the Licensor shall be liable in accordance with the terms of the mandatory laws concerning liability for products, inasmuch as these laws apply to the Specifications or Products.

The Licensee accepts that the free nature of the licence is inseparable from this limitation of liability.

You agree to defend, indemnify and hold any Licensor harmless against all claims by third parties citing a fault in the design, conception or use of any Product you have designed or had designed or Distributed in accordance with this Licence.
