

**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*

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## ANNEX

**EUROPEAN UNION PUBLIC LICENCE v. 1.2**

EUPL © the European Union 2007, 2016

This European Union Public Licence (the 'EUPL') applies to the Work (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 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 Work:

*Licensed under the EUPL*

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': the work or software distributed 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 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 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.
- 'The Licensee' or 'You': any natural or legal person who makes any usage of the Work under the terms of the Licence.
- 'Distribution' or 'Communication': any act of selling, giving, lending, renting, distributing, communicating, transmitting, or otherwise making available, online or offline, copies of the Work or providing access to its essential functionalities at the disposal of any other natural or legal person.

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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.

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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.

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### 4. Limitations on copyright

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### 5. Obligations of the Licensee

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**Copyleft clause:** If the Licensee distributes or communicates copies of the Original Works or Derivative Works, this Distribution or Communication will be done under the terms of this Licence or of a later version of this Licence unless the Original Work is expressly distributed only under this version of the Licence — for example by communicating 'EUPL v. 1.2 only'. The Licensee (becoming Licensor) cannot offer or impose any additional terms or conditions on the Work or Derivative Work that alter or restrict the terms of the Licence.

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

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

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

## 7. Disclaimer of Warranty

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

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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 or Communication by You of the Work or copies thereof.

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In case of any Distribution 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.

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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.

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 or reformed so as necessary to make it valid and enforceable.

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.

## 14. Jurisdiction

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
  - Creative Commons Attribution-ShareAlike v. 3.0 Unported (CC BY-SA 3.0) for works other than software
  - European Union Public License (EUPL) v. 1.1, v. 1.2
  - Québec Free and Open-Source Licence — Reciprocity (LiLiQ-R) or Strong Reciprocity (LiLiQ-R+)
  - 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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