

J. Simmons, President 5722 Craigmont Court Huber Heights, OH 45424 jrs@mach30.org

Ms. Joy McCoy Exempt Organization Specialist Internal Revenue Service Exempt Organizations P. O. Box 2508 Cincinnati, OH 45201

Dear Ms. McCoy

Enclosed please find our response to your "additional questions" regarding Mach 30's application for exempt status under section 501c3 of the United States Tax Code.

Sincerely,

Joseph "J." Simmons President, Mach 30 Internal Revenue Service P.O. Box 2508 - Room 4525 Cincinnati, Ohio 45201

Date: 6/16/11

Mach 30 Inc C/o Joseph Simmons 5722 Craigmont Ct Huber Heights, OH 45424-2606 Employer Identification Number: 27-0515679 Person to Contact - Group #: Joy McCoy - 7828 ID# 0203121 Contact Telephone Numbers: 513-263-3095 Phone 513-263-4590 Fax Response Due Date: 7/7/11

Dear Applicant:

We need more information before we can complete our consideration of your application for exemption. Please provide the information requested on the enclosure by the response due date shown above. Your response must be signed by an authorized person or an officer whose name is listed on your application. Also, the information you submit should be accompanied by the following declaration:

Under penalties of perjury, I declare that I have examined this information, including accompanying documents, and, to the best of my knowledge and belief, the information contains all the relevant facts relating to the request for the information, and such facts are true, correct, and complete.

To facilitate processing of your application, **please attach a copy of this letter to your response.** This will enable us to quickly and accurately associate the additional documents with your case file.

If we do not hear from you within that time, we will assume you no longer want us to consider your application for exemption and will close your case. As a result, the Internal Revenue Service will treat you as a taxable entity. If we receive the information after the response due date, we may ask you to send us a new application.

In addition, if you do not respond to the information request by the due date, we will conclude that you have not taken all reasonable steps to complete your application for exemption. Under Code section 7428(b)(2), you must show that you have taken all the reasonable steps to obtain your exemption letter under IRS procedures in a timely manner and exhausted your administrative remedies before you can pursue a declaratory judgment. Accordingly, if you fail to timely provide the information we need to enable us to act on your application, you may lose your rights to a declaratory judgment under Code section 7428.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Department of the Treasury

Page 2

Sincerely yours,

Joy McCoy Exempt Organizations Specialist

Enclosure: Information Request

Letter 1312 (TEDS) Additional Information Requested:

We have reviewed your organization's application for exempt status under section 501(c) (3) of the Internal Revenue Code of 1986, (hereafter "Code"), as amended, and found that additional information is needed to help determine whether you are tax exempt. To complete our consideration we need the following information over the signature of one of your principal officers or directors.

1. Read the Penalties of Perjury statement on page 1. Then, have an officer or director listed as such in the application sign and date below, indicating you agree to the Declaration. Return this page with your response.

J. Simmons, President	7/20/11

Officer Signature

Officer Name & Title

Date

2. Enclosed is a copy of your Articles of Incorporation and your Amended Articles of Incorporation secured from the website of the state in which you are incorporated. We have made it part of your file. Since we have provided a copy of this information to you, it is available for public inspection as part of your exemption application. Nothing further is necessary regarding this item.

3. The enclosed was printed off your website. This is just a courtesy to let you know that this information has been added to your administrative file as it is already public record.

4. To insure that your organization will serve public interests and not the personal or private interests of a few individuals, unrelated individuals selected from the community you will serve should control your Board of Directors. Members of the Board should be selected from the following categories; (1) community leaders, such as elected or appointed officials, members of the clergy, educators, civic leaders, or other such individuals representing a broad cross-section of the views and interests of your community, (2) individuals having special knowledge or expertise in your particular field or discipline in which your organization is operating, (3) public officials acting in their capacities as such, (4) individuals selected by public officials, and (5) individuals selected pursuant to your organizations governing instrument or bylaws by a broadly based membership. Therefore, please modify your Board of Directors to place control in the hands of unrelated individuals selected from the community you will serve. We recommend that at least 51% of your board is unrelated, with a minimum of 3 board members. Please submit the enclosed attachment signed by the new board member for each new member. If you are unwilling to do so, please explain your position.

One output of the Mach 30 Board of Directors 2011 Strategic Planning Session held February 26-27, 2011 was a plan to broaden the base of the board membership. Because Mach 30 exists to significantly alter the conventional wisdom around how spaceflight hardware is designed and built, finding appropriate board members is more difficult than it might be in more

traditional organizations. A sub-committee of the existing board has been assigned the task of identifying the community constituents that could be approached for membership in the Mach 30 Board by Sept 30, 2011. Since our initial filing, Daryn J Warner, has agreed to join the board, and Andrew McGrady has resigned. Thus, over 51% of our board consists of unrelated members. Mr. Warner's affidavit of board membership and Mr. McGrady's letter of resignation are attached.

#### 5. Your organization states in its narrative description of its activities,

that it is organized for scientific purposes. Describe in detail how your organization meets the requirements of a tax-exempt scientific organization as defined in section 501(c) (3) of the Code and section 1.501(c) (3)-1(d) (5) of the Treasury Regulations. Specifically, scientific research must be carried on in the public's interest and does not include scientific research activities of a type ordinarily carried on incident to  $\cdot$ commercial operations. Examples of scientific research that will be considered carried on in the public's interest include "(1) Scientific research carried on for the purpose of aiding in the scientific education of college or university students; (2) scientific research carried on for the purpose of obtaining scientific information, which is published in a treatise, thesis, trade publication, or in any other form that is available to the interested public; (3) scientific research carried on for the purpose of aiding a community or geographical area by attracting new industry to the community or area or by encouraging the development of, or retention of, an industry in the community or area." Treas. Regs. §1.501(c) (3)-1(d) (5) (iii).

Mach 30's scientific mission is to conduct the research and development required to solve the engineering and other technical challenges that are currently making space-based industry financially unfeasible for for-profit entities. This research, as well as the resulting designs and hardware will be freely shared under open source licenses, within the limitations placed upon us by ITAR. In this manner we will make it possible for people and organizations interested in developing their own space-based hardware and/or other ventures to build upon this existing research rather than starting from scratch.

While the research conducted by Mach 30 may be similar to that of for-profit entities in the aerospace industry, the fact that we will make this information widely and easily accessible to the interested public, rather than protect it as a trade secret, makes Mach 30's research of value to the public.

Additionally, through projects like <u>https://opendesignengine.net/</u> we will make it possible for other like-minded people and organizations to share their research and engineering work in a similar manner. In this way we will begin to change the culture of the space industry from closed to open.

6. Will your organization make public on a nondiscriminatory basis any patents, copyrights, processes, formulas, which results from any scientific research conducted by your organization? If yes, describe in detail how your organization intends to make this information public, including

#### a list of publications and websites where this information will be disseminated.

Yes, all intellectual property (IP) developed by Mach 30 will be freely distributed via the standard open hardware licenses currently being developed in the Open Source Hardware Community (http://www.openhardwaresummit.org/). All IP will be shared via the Mach 30 website (www.mach30.org) or the ODE website (<u>https://opendesignengine.net/</u>). Announcements of discoveries will also be made via the organization's newsletter (http://bit.ly/iquHG1 ) which will point readers towards the specific location of new findings.

# 7. If applicable, describe any restrictions that will be placed on the dissemination of scientific research results that your organization will make public

The only research that will not be made freely available is that which is protected by the International Traffic in Arms Regulations (ITAR) policies. Information protected by ITAR will be distributed as widely as possible but in a manner that ensures only United States citizens are able to access it.

# 8. Describe whether your organization will retain (directly or indirectly) the ownership or control of the patents, copyrights, processes, or formulae resulting from its research

Mach 30 will maintain control of the Intellectual Property it develops for the sole purpose of ensuring all discoveries are licensed openly so the research conducted can be easily built upon by others.

9. In reference to any open source software distributed by your organization, describe whether your organization will retain (directly or indirectly) the ownership or control of the patents, copyrights, processes, or formulae resulting from any updates, upgrades, fixes, or patches created by the public and distributed back to the organization pursuant to any open source license.

Because open source hardware is a fledgling field, the licenses that will cover our work are still in development. That having been said, Mach 30 expects that most of our engineering work will be licensed in a manner similar to the Apache Software license. This means, that our work will be freely available to the public to build upon, and that the resulting upgrades will belong to the person or organization that creates them. As the IP owner of the upgrade, s/he will be free to license the resulting work however they choose, so long as they acknowledge their work was built upon work done by Mach 30 and provide adequate reference to the work done by Mach 30 for other parties to access the related documentation.

Mach 30 prefers this license (requiring attribution only) to the more common GPL license (requiring derivative works be openly licensed in the same manner as the original work) because it gives for-profit entities more incentive to use our work. In doing so, those entities will positively impact our current economy and are likely to open completely new markets.

10. Provide a sample copy of all types of licenses your organization plans to issue, and a statement, pertaining to each sample license provided, whether there will be any material deviations from the samples provided and the licenses actually issued by your organization.

The actual open source hardware licenses that will be used by Mach 30 are still under development by the fledgling open source hardware community. To date, the handful of licenses that have been drafted are all based on the Gnu Public License (GPL), which requires developers who derive a new work from the openly licensed work to license he new work openly as well. This requirement to "share alike" has led some businesses to avoid the use of open source software in their products. Mach 30 prefers the Apache Software license, which only requires attribution to be given by derivative works, as a basis for an open source hardware license, because it is more business friendly. To that end, Mach 30 has drafted its Open Design Pledge, an Apache style open source hardware license, for consideration by the open source hardware community.

Until an attribution-only license for open source hardware has been approved by the community, Mach 30 will use its Open Design Pledge. Once licensing options for open source hardware mature, Mach 30 will adopt the community approved license that most closely aligns with the its Open Design Pledge, without modification, except as is required to comply with ITAR regulations. We have included copies of the first drafts of open source hardware licenses being developed based on the GPL, a copy of the GPL, the open source software and hardware definitions, Mach 30's open design pledge, and the Creative Commons Attribution-Only License (which is referenced by the Open Design Pledge and is similar to the Apache Software License, but covers copyrighted works other than software) in the attachments.

11. Describe what scientific results the organization hopes to achieve, such as software, industry standards, etc.

Mach 30 hopes to achieve -- directly and through assisting others -- development of the software, safety standards and regulations, and hardware (such as launch vehicles, space stations, and planetary exploration systems) necessary to enable humanity to regularly engage in safe, sustainable, routine, and reliable spaceflight.

12. Describe to whom will be attributed ownership of any intellectual property rights developed by the organization.

Intellectual property rights for material developed by Mach 30 will remain with the organization, and be licensed to allow free, attribution-only use of the IP by the general public.

13. Has the organization developed an alpha version of any software? If yes, describe in detail the software, its purpose, and how it was developed.

Open Design Engine (ODE) - ODE is a web based engineering project management system created to facilitate the design and development of openly licensed hardware projects. ODE provides a critical service to the growing open source hardware community, similar to the role Source Forge played in the early growth of open source software. Open source hardware projects today have to cobble together wikis, forums, online polls, blogs, and file storage to share their materials. ODE integrates these services into a single system, and provides a destination for users looking for open source hardware projects to build or to extend.

ODE is based on the open source software Redmine and is licensed under the GNU General Public License v2 (GPL). ODE is being distributed in a similar manner to WordPress. That means there will be a version available for download that users can install on their own servers (like <u>http://wordpress.org</u>) and a hosted version where users can register accounts and host projects (like <u>http://wordpress.com</u>). Visit ODE at <u>https://opendesignengine.net/</u>.

ODE is currently being developed by the Mach 30 President with support from a Mach 30 volunteer. All of the source code, documentation, and planning for the project can be seen on the ODE project page (<u>https://opendesignengine.net/projects/ode</u>) hosted on ODE. Using ODE to host the development of the ODE software ensures the public has complete access to the ODE materials, and allows Mach 30 to demonstrate the utility of ODE as a project management tool.

14. Your organization states in its narrative description of activities that it is organized for educational purposes. Describe in detail how your organization meets the requirements of a tax-exempt educational organization as defined in section 501(c) (3) of the Code and section 1.501(c) (3)-1(d) (3) of the Treasury Regulations. Specifically: a qualifying 501(c) (3) educational organization must be operated to (i) instruct or train the individual for the purposes of improving or developing his/her capabilities t or (ii) instruct the public on subjects useful to the individual and beneficial to the community. Treas. Regs. §1.501(c) (3)-1(d) (3) (i). Pursuant to the Treasury Regulations, an example of a qualifying educational organization is an organization whose activities consist of presenting public discussion groups, forums, panels, lectures, or other similar programs. Treas. Regs. §1.501(c) (3)-1(d) (3) (ii)

In addition to our scientific purposes, Mach 30 endeavors to increase the general public's interest in and support for space exploration though educational programs. Because these educational programs will evolve over time, we cannot predict the full scope of this work. Our first educational program is the "Rockets 101" self-study course which is designed to make it easier for new people to gain entry into model rocketry, a hobby that has been the point of entry into the space industry for many individuals. The goal of this, and future educational programs is both to support and encourage a growing interest in technical, especially space-related, skills among the general population, especially young people.

15. Describe on what topic(s) your organization is attempting to educate the public.

Our educational outreach is focused on developing a culture that embraces the idea of a spacefaring society. To that end we will encourage an interest in developing the technical skills required to build the vehicles and systems required to transport people into space safely, routinely, and reliably. In addition we will develop educational programs that help ignite the imagination of the general population about what might be possible in a society where space travel is as common as air travel is today. In doing so we will help create the societal demand for regular space travel that will be required for a true space economy to develop.

16. Provide a list of and copies of all individual training, instructional material or educational material your organization utilizes in achieving its educational purpose.

The training manual for our existing Rockets 101 self-study course is attached. We plan to develop a similar self study course to walk people through the NAR silver certification requirements in 2012.

17. Provide a list of and copies of all individual training, instructional material or educational material published by your organization.

see above.

18. Provide a schedule of dates, times, and locations of all educational lectures, seminars, forums, classroom instruction or similar programs your organization sponsored for the purpose of meeting its educational requirement.

For the foreseeable future, Mach 30 educational programs will be distributed on-line as selfstudy courses. When future educational events are scheduled information about the events will be prominently displayed on the website and through the organization's newsletter. As is possible, video/audio recordings of lectures as well as handouts will also be shared freely on the website.

19. Does your organization publish an educational journal? If SO provide copies of said journal.

Mach 30 does not publish a journal.

20. Does your organization have a physical location to which the public arrives to receive education? Describe said facility.

As of now, Mach 30 educational programs are delivered via the Internet or at community locations not controlled by Mach 30.

21. If education material is presented via the organizations website provide links to the web sites along with hard copies of materials posted on the website. Please also provide any

materials that are in "members only sections, on any Facebook/Twitter/etc. pages.

<u>"Rocket Science 101"</u> This is the curriculum planning for a day long course/event to build and fly all 4 NAR bronze level certification flights in one day. <u>(https://docs.google.com/document/d/1xPnxKT2UH80yIsr\_Qml1vEnmOn1dKS4CEBXIz8C9lko/edit?hl=en\_US)</u>.

<u>"Rockets 101 Manual"</u> This is the instructional guide to walk an individual through the steps necessary to achieve NAR Bronze level certification on their own. <u>(https://docs.google.com/document/d/1cl2-dcNBpBWFiUzb5M7\_NRf1o5WgrHVnDG65xQ8Wdkk/edit?hl=en\_US)</u>

Mach 30 does not publish any material that is not freely available to the public.

# 22. If the organization provides an Internet forum for the public to ask questions about the organizations activities then provide the following information:

Mach 30 does not have a dedicated forum, but we do provide many ways for the public to ask questions, receive feedback and interact with the open source spaceflight hardware community as a whole through the Mach 30 website (<u>http://mach30.org</u>), Facebook Page (<u>http://www.facebook.com/Mach30</u>), *Twitter profile* (<u>http://twitter.com/#!/mach\_30</u>) and the Open Source Spaceflight hardware SubReddit (<u>http://www.reddit.com/r/osshw/</u>). When complete, Open Design Engine (<u>https://opendesignengine.net/</u>) and Openeering (<u>http://</u>openeering.wikispaces.com/) will also have forum-like opportunities for community participation.

#### a. Describe how the forum is operated and moderated;

Mach 30's Facebook group page is operated by Facebook and moderated using the Facebook terms of service. Three Mach 30 board members are administrators to this site and frequently post content and comment on recent activity. Similarly, the Mach 30 Twitter account is managed by a Mach 30 board member who shares information about the organization's work, checks for and responds to comments about the organization's work on a daily basis.

Additionally, the Mach 30 website (<u>http://mach30.org</u>) (recently ported to Wordpress.com) is designed to provide 2-way communication between Mach 30 and the public through open comment threads below each blog post, and through a simple contact form (<u>http://mach30.org/contact/</u>). Unlike traditional forums, neither form of communication available on the Mach 30 website requires visitors to create an account of any kind, thus making it very easy for the public to participate in the work of Mach 30.

Mach 30 is also in the process of organizing a way for all of the people and organizations interested in pursuing the concept of open source spaceflight to share ideas, questions, and requests for assistance on neutral ground. This site can be found here: <u>http://www.reddit.com/</u><u>r/osshw/</u>. Reddit was chosen as the location of this neutral site because of its popularity among people likely to support the concept of open source spaceflight and because it provides easy

ways for the site's moderation responsibilities to be shared equally among the organizations represented there.

In addition to making it easy for the public to contact us, we also make it easy for interested parties to find the information they are looking for. The minutes for every Mach 30 meeting are shared publicly on Google Docs and a direct link to these minutes is provided from the website's main menu navigation. The same is true for the organization's current budget and all of our incorporation paperwork.

#### b. Describe the organizations process of responding to questions; and

When possible, our board member responsible for marketing and social media responds to questions directly. When the response requires specific technical expertise, she passes the question on to the appropriate party.

c. Describe whether the forum is open to the public that is, the general public is able to respond to and answer questions posted on the forum.

All of these communication methods are freely available to the public and as such any interested party is able to ask and respond to questions. As part of our communications strategy Mach 30 is actively working to increase interaction between Mach 30 board members and interested members of the public.

23. Describe your organization's use of volunteers, including:

a. What percentage of the organization's labor force is comprised of volunteers;

100%

b. What range of duties do the volunteers undertake;

All duties are conducted by volunteers, therefore the range of duties performed by volunteers is the set of all duties for which Mach 30 is responsible.

c. What percentage of the organization's volunteers have fixed hours or days on which they are required to be present for the organizations activities;

While Mach 30's monthly Board meetings are scheduled in advance, and board members are expected to participate at the appointed time, the majority of volunteer work done on behalf of Mach 30 is done as the volunteer's schedule allows, not based on fixed hours or days set by Mach 30.

*d.* What percentage of the organization's volunteers report to organization's physical location to volunteer;

0%; Mach 30 has no physical location.

and, e. What percentage of the organization's volunteers conduct their volunteer activities via the Internet and/or email.

100% as Internet, phone, and email collaboration are required to coordinate most activities even if the bulk of the activity is conducted in the volunteer's respective location(s). Additionally, some portion of the activities will be posted online at completion (results, videos, photos, etc) as Mach 30 does not currently have a physical location.

24. Provide an updated copy of the Financial Data referenced on Part IX of your 1023 Application.

#### Attached

25. Describe in detail your fund raising efforts pertaining to line 1, of Part IX. Include a list of all pending grants.

In 2009 Mach 30 raised \$625 through donations and by conducting an online fundraising campaign. In 2010 Mach 30 raised \$750 through another such campaign. In 2011, Mach 30 will begin fundraising in earnest and has two major online campaigns planned, one for general support and one for support of Open Design Engine (<u>https://opendesignengine.net/</u>). We are also planning to sell sponsorships for the ODE site and hold two fundraising parties. We expect our fundraising efforts for 2012 to be similar to our plans in 2011. Mach 30 has no pending grant applications, nor do we expect to apply for grants in the foreseeable future.

#### 26. Describe in detail your expenses listed on line 20, of Part IX.

At the time of submission, Mach 30 was planning to rent workshop space in which to conduct its hardware development projects. Because our online growth has been slower than originally predicted, that plan has since been postponed and that budget line item has been zeroed out for the foreseeable future. When Mach 30 grows to the point where renting physical space becomes necessary, we expect the yearly expense for rent, utilities, etc to be in-line with our original estimate for 2012.

#### 27. Describe in detail your expenses listed on line 22, of Part IX.

In 2010 Mach 30 spent \$500 to apply for 501c3 status (this expense was inadvertently listed in the professional fees line, and has since been moved to line 23 where it belongs). The professional fees in 2011 and 2012 will be used to pay an accountant and lawyer. In addition

to having our organizational documents reviewed, we expect to need regular legal council to assist Mach 30 in navigating the various legal issues associated with Mach 30 activities, such as creating appropriate legal waivers for volunteers.

#### 28. Describe in detail your expenses listed on line 23, of Part IX.

See Attached

29. Describe whether your organization provides any goods or services for a fee. If yes, describe in detail the goods or services sold and the fees charged.

As of now, Mach 30 does not provide any services or goods for fees or other compensation. If Mach 30 were to to be compensated for engineering work in the future it would be under these conditions: 1) the completed work directly served Mach 30's mission and 2) the completed work was openly licensed and available not only to the organization paying for the work, but also to the general public. In this way work done "for a fee" is more like a donation/sponsorship from a company interested in insuring a particular piece of research gets done quickly, than as a traditional purchase of services or IP.

30. Describe whether your organization's members, directors, officers, employees or volunteers provide any goods or services (whether through the organization or on their own) for a fee pertaining to the goods or services the organization provides.

As of now, Mach 30 provides no goods or services. Additionally, Mach 30's members, directors, officers and volunteers currently receive no financial compensation for any of the work they do for Mach 30.

31. Your activities state that 50% of the activities is to develop openly licensed hardware, 20% of the activities is supporting the open design community at large, and 10% of the activities is to develop new enabling spaceflight technologies. Only 20% of your activities is education and outreach, part of which is presenting at industry technical conferences.

Please explain how your activities fulfill exclusively exempt purpose(s) under Section 501(c) (3). Please also explain how your organization is different than that of a commercial organization with similar activities and purposes.

The goal of Mach 30 is to use these activities to build a shared base upon which future commercial and non-commercial organizations can build their own work. The inclusion of presentations at technical conferences is to ensure that traditional aerospace companies and their employees become aware of the availability of our research and designs.

While Mach 30 is doing work that is similar to the work done by a new aerospace engineering

company, the difference is that Mach 30 will make all of their research and designs completely available to the public at no charge, including to more traditional aerospace companies, something that no for-profit aerospace company, or even NASA, is doing today. In doing so, Mach 30's work makes it possible for new commercial enterprises to build upon our work instead of having to develop an entire space launch infrastructure for themselves, thus making it more likely that they will be able to reach profitability before they run out of money. This will lead to a vibrant and diverse space-based economy, and provide detailed examples of space systems for use in academic studies. It also makes our work exempt under the following sections 501c3: *(2) scientific research carried on for the purpose of obtaining scientific information, which is published in a treatise, thesis, trade publication, or in any other form that is available to the interested public; (4) scientific research carried on for the community or area or by encouraging the development of, or retention of, an industry in the community or area." Treas. <i>Regs.* §1.501(c) (3)-1(d) (5) (iii).

32. You indicate that there is an agreement between your organization and TAPR. Please send us a copy of this agreement. Please explain the roles of each entity and give us more detailed information.

While we are working with TAPR members toward the mutually beneficial goal of assuring diverse open source hardware licenses are developed, this agreement is not formal. There is no written agreement, nor have specific roles been established.

33. You indicate that there will be an online catalog. What will this online catalog contain? Please give us more details regarding your online catalog.

The Openeering Wiki (<u>http://openeering.wikispaces.com/</u>) is a website for the discussion of tools and techniques that make open source hardware affordable. Inspired by the "Open Source Engineering Tools " page on DevelopSpace.net, the Openeering Wiki expands the idea of an online catalog of open source tools into an online community using the WikiSpaces integrated per page forums feature. Users are encourage to not only help catalog the available software, books, and other tools available under open or free licenses, but to also discuss those tools in the forums attached to each page. Any and all topics related to the tools are welcome, including everything from how to select the right tool for a given problem to what sites provide the best answers to support questions for a given tool.

#### Please also explain how it furthers an exclusively exempt purpose under Section 501 (c) (3).

The Openeering Wiki furthers the exclusively tax exempt purpose of Mach 30 by eliminating the barriers to participate as a volunteer in the open source hardware projects which account for 50% of Mach 30's activities. Most commercial engineering software and tools cost thousands, to tens of thousands of dollars per seat, making these tools prohibitively expensive for most individuals to purchase, especially in support of their own volunteer activities. Contrast this

with the availability of completely free and open source tools available to software developers. The availability of such free tools makes it possible for volunteers to participate in open source software projects with little to no cost to themselves. The catalog and forums provided by the Openeering Wiki allow users to find and support free and open source engineering tools, which are essential to allow volunteers to participate in the development of the open source hardware projects Mach 30 will be developing.

34. You indicate that you will provide your "Rocket Shop" to people working on their NAR certifications. Please give us more information on what a NAR certification is. will these people be working on items that they will hold intellectual rights to? will they be working on items that they will financially benefit from being able to sell? How does this activity further an exclusively exempt purpose under Section 501(c) (3)? Also, if the people using this space will benefit from the items they work on there, how is it not private benefit to them?

NAR, The National Association of Rocketry (www.nar.com) is a 501(c)(3) organization for rocketry hobbyists. Participants in Mach 30 training classes such as the Rockets 101 class will be working on model rockets. The NAR certifications Mach 30 materials currently cover require the participants to build rockets from existing kits, which the participants will be required to purchase for themselves. These rockets have no value beyond their purchase price. The only benefit of working together in the Rocket Shop is the opportunity to build these rockets in a classroom environment where participants can listen to the training materials presented by Mach 30 and where they can seek guidance and support from Mach 30 trainers and fellow participants as they build their own rockets.

The educational value of this endeavor under Section 501(c)(3), and the reason Mach 30 is taking it on, is to increase general interest in aerospace engineering skills and careers. While the model rockets themselves may not amount to much, people who build model rockets, especially when they are young, develop a life long interest in technical pursuits. It is our hope that many of the people who start their work with Mach 30 by building model rockets, will "grow up with us" and eventually make more substantial volunteer contributions to the design and development of more substantial space hardware.

Also note that while Mach 30 eventually hopes to have a physical location in which to hold such training, Rockets 101 courses will be self-study courses delivered via the Internet for the foreseeable future.

35. Do you have any links to a for-profit organization? Please submit a statement as to whether you do or not.

We have no links to for-profit organizations.

If you do have a relationship with any for-profit, please address the following: Separately, for EACH organization that is a related organization or is an organization you are partnered/affiliated with, please answer the following:

- a. Name the organization you have a relationship or affiliation with.
- b. Give us their EIN (if you have it).
- c. Are they a domestic or foreign entity?
- d. Describe the nature of their business?
- e. Describe your relationship with them.
- f. Describe any space you share with them. Under what conditions?
- g. Describe any overlapping of officers. Under what conditions?
- h. Describe any overlapping of activities.

*i.* Describe any services they provide to you. Describe how they were selected to provide those services. Describe how the prices were determined and how it was determined that they were at or below fair market value.

j. Remit copies of any contracts, agreements, etc. that you have with them. If you do have a verbal agreement, please describe it.

k. Any other information you feel is pertinent to this issue.

Please provide detailed answers to these questions.

## ATTACHMENTS

- Rockets 101 manual
- Rockets 101 syllabus
- Daryn Warner's notice of joining the board
- Andy McGrady's letter of resignation
- Link to info about NAR Certification
- Updated financials based on consensed budget (on 1023 Form)
- List of expenses in line 23 for 2011 & 2012
- Detail for Grants to be awarded
- Copy of "Kites" Grant application
- CERN Open Hardware Licence (based on GPL) <u>http://www.ohwr.org/projects/ohr-meta/</u> wiki/CERNOHL
- Apache Software Licence <a href="http://www.apache.org/licenses/LICENSE-2.0.html">http://www.apache.org/licenses/LICENSE-2.0.html</a>
- Open Source Hardware Definition: <u>http://freedomdefined.org/OSHW</u>
- Mach 30 Open Design Pledge: <u>http://mach30.org/about/mach-30-open-design-pledge/</u>
- TAPR Open Hardware Licence: <u>http://www.tapr.org/ohl.html</u>
- GPL Licence <u>http://www.gnu.org/copyleft/gpl.html</u>
- CC Attribution License <u>http://creativecommons.org/licenses/by/3.0/</u>
- Open Source Software Definition <a href="http://opensource.org/docs/osd">http://opensource.org/docs/osd</a>

#### **Rockets 101 Manual**

#### Introduction

Rockets 101 covers the steps necessary to complete the National Association of Rocketry (NAR) Bronze certification. You must apply for membership in NAR to formally complete the Bronze certification. Visit the NAR membership page (<u>http://www.nar.org/NARjoin.html</u>) for more information.



Building the model rockets for Bronze certification

The NAR Bronze certification (<u>http://www.nar.org/pdf/NTBronze.pdf</u>) is the first level in the NARTREK program (<u>http://www.nar.org/NARTREK/</u>). The bronze level requires participants to build a set of model rockets from kits to perform four missions.

- At least 60 second duration flight (parachute recovery and motor size "B" or less).
- At least 30 second duration flight (streamer recovery and motor size "B" or less).
- A 2-stage model rocket flight (using at least a motor size "A" or larger in each stage).
- A rocket flight using a motor at least size "D" or larger.

This manual documents a selection of model rocket kits, and construction techniques which have proven successful in obtaining a Bronze certification.

#### A note on safety

All NAR members are required to follow the NAR Model Rocket Safety Code (<u>http://www.nar.org/NARmrsc.html</u>). Before launching any rockets be sure to review the safety and certification rules FOR EACH FLIGHT. Photographs provide good documentation of progress and may be required to verify completion. Paperwork is required in all cases.

#### Selected model rocket kits

The NARTEK program allows the same rocket to be used to complete multiple missions, allowing the Bronze certification to be completed with only three rockets. They are the Estes Hi-Flier, the Custom Rocketry Aztec, and the Estes Big Daddy. See below for details.

- Estes Hi-Flier
   <u>http://www.estesrockets.com/002178-hi-flierr</u>

   60 sec flight: Use B6-4 motor and replace streamer from kit with 12 inch Estes
   parachute (<u>http://www.estesrockets.com/parts/302264-12-parachute</u>).
   30 sec flight: Use B6-4 motor and use the streamer included with the kit.
- Custom Rocketry Aztec <u>http://www.customrocketcompany.com/store/index.html?loadfile=item10026.html</u>
   **2 stage flight:** Use B6-0 (first stage) and B6-4 (second stage) with included streamer.
- Estes Big Daddy <u>http://www.estesrockets.com/rockets/kits/skill-2/02162-big-daddytm</u> "D+" motor flight: Use D12-3 motor with included parachute.

#### Notes on assembly

The recommended assembly order is the Big Daddy, followed by the Hi-Flier, and finishing with the Aztec. This assembly order allows builders to gain experience with the large and sturdy Big Daddy, whose larger size makes all of the components easy to work with, and work toward the more complicated two-stage Aztec. Builders may find this video (<u>http</u> ://www.youtube.com/watch?v=Kpk0ksIQeWE) of the Hi-Flier assembly a useful primer on the basic techniques of rocket assembly.

Successful model rocket assembly relies on well chosen kits, carefully following the assembly instructions, and using the right glue. Two glues have proven to be very useful for the model rocket kits listed above.



 Titebond II Premium Wood Glue <u>http://www.titebond.com/IntroPageTB.ASP?</u>
 <u>UserType=1&ProdSel=ProductCategoryTB.asp?prodcat=1</u>
 This glue forms tight bonds and dries very quickly. It should be used for all assembly steps except initial fin placement. It is particularly well suited to making fillets. Note, transfer this glue to small squeeze bottle for improved application.

This manual is a work of <u>Mach 30</u> and is licensed under the <u>Creative Commons Attribution 3.0 Unported License</u>.

# Aleene's Fast Grab Tacky Glue <u>http://www.michaels.com/Aleene%27s%C2%AE-Fast-Grab-Tacky-Glue/</u> <u>gc0459.default.pd.html</u>

The Fast Grab Tacky glue is perfect for initial fin placement. It grabs instantly, with a firm, but yielding grip which keeps the fins where they are placed, but still allows for small adjustments during initial placement. Be sure to come back after this glue dries and apply fillets using the Titebond II wood glue.

#### Launch equipment

With the rockets complete, it is time to launch them. NAR requires members working toward their Bronze certification to have all the required equipment to launch their rockets. This includes a launch pad, a controller, wadding, and the motors with igniters. At this early stage, and compatible set of launch equipment will be sufficient, such as the following.

- Launch Pad Estes Porta-Pad II <u>http://www.estesrockets.com/rockets/accessories/launch-systems/302215-porta-padr-ii-launch-pad</u>
- Controller Estes Electron Beam Controller
   <u>http://www.estesrockets.com/rockets/accessories/launch-systems/302220-electron-beamr-launch-controller</u>
- Wadding Estes Recovery Wadding <u>http://www.estesrockets.com/rockets/accessories/tools-supplies/302274-recovery-wadding</u>
- Motors and igniters Estes motors with included igniters as specified above

It is worth noting that Estes provides a number of introductory kits which include their Porta-Pad II and Electron Beam Controller plus one or two entry rockets for approximately the same price as the pad and controller combined if bought separately. A list of current kits can be found on their website (<u>http://www.estesrockets.com/rockets/launch-sets</u>).

#### Day of launch

To complete the Bronze certification, the NAR member must fly each of the four missions under the supervision of another, appropriately certified, NAR member. This can most easily be arranged at local NAR chapter launch days. Be sure to complete the Bronze level paperwork (<u>http://www.nar.org/pdf/NTBronze.pdf</u>) and bring it to the launch. Note, the paperwork requires photographs of each of the rockets. After completing all four requirements, mail the signed and completed paperwork to NAR, with the nominal registration fee.



Big Daddy ready for launch

#### Other useful resources

- A personal listing of NARTREK missions
   <u>http://mcfisher.0catch.com/other/nartrek/nartrek.htm</u>
- NAR documentation of model rocket motor codes
   <u>http://www.nar.org/NARmotors.html</u>
- Blog post detailing flight day experience following Rockets 101 Manual
   <u>http://mach30.org/blogs/jrs/2011-05-22-rockets-101-update-a-story-of-preparation-and-clever-hacks</u>

## **Rocket Science 101 - Syllabus**

<u>Purpose</u>: This is an educational course designed to teach the basics of low power rocketry. In addition, the participants will get the hands-on opportunity to build and fly model rockets in pursuit of the NAR bronze achievement level.

<u>Background</u>: As an educational program of Mach 30: Foundation for Space Development, Rocket Science 101 accomplishes multiple mission areas.

<u>Agenda</u>: (08:15 - 16:30-ish?)

Rocket Anatomy	15-25 min
NAR certification levels (low/high power)	10-15 min
Manufacturing Techniques	30-45 min
Rocket Builds	3 hours
Lunch	
Brief History of Rockets	5-10 min
Basics of Flight Stability	10-15 min
Basics of propulsion	10-15 min
Launch Window	3 hours

<u>Materials for Academics</u>: PowerPoint slides Worksheets Handouts Rocket Models and visual aids

Materials for Rocket Building:

Model kits Spare parts for Model kits glue(s) ruler(s) hobby knife(s) sand paper pencil spray paint table covering/newspaper jigs for drawing straight lines on rocket bodies (built like the corner of a door jam)

<u>Materials for launch:</u> Rocket Motors and igniters Launch pad Ignition system spare batteries

<u>Necessary Personnel</u>: Academic instructor(s) Manufacturing mentors Launch pad manager Range Safety Officer Recovery team (with ladders, long poles, and access to the school roof)

#### -----<page break>------

#### Course Outline:

- Rocket Anatomy
  - Nomenclature1
    - Propulsion
    - Aerodynamics
    - Recovery
    - Structure
  - Nomenclature2
    - nosecone
    - bodytube
    - shock cord
    - parachute and shroud lines
    - fins
    - launch lug
    - engine mount
    - motor
    - motor retainment clip
    - igniter
    - engine plug
- NAR Certification Levels
  - Low power
    - Bronze, 4 flights
    - Silver, 3 flights
    - Gold, 1 design, 1 build, 1 fly
  - High power
    - Level 1
    - Level 2
    - Level 3
- Manufacturing Techniques
  - Follow Directions
  - Precision
  - Using glue & epoxy
  - Fins & launch lug placement
  - Nosecone <--> Bodytube fit

• Engine mount <--> Bodytube fit

0

- Rocket Assembly
  - Hi-flier kit
  - (plan for glue drying time)
  - 0
  - (plan for glue drying time)
  - 0
  - (plan for glue drying time)
  - Big Daddy
  - (plan for glue drying time)
- Lunch Time
- Brief History:
  - Robert Goddard & Verner VonBraun, WW II, X-15, Saturn V, Lifting Bodies, NASA's Space Transportation System, (aka Space Shuttle), Future concepts
- Basics of Flight Stability
  - Aerodynamics of
    - Lift
    - Drag
    - Weight
    - Thrust
  - Center of Gravity
  - Center of Pressure
  - Stability Margin
  - Aerodynamic structures
- Basics of Propulsion
  - Combustion
  - Engine design:
    - combustion chamber
    - throat
    - nozzle
  - Propulsion structures
- Launch time
- Sign off the paperwork and wrap up

#### STATEMENT OF BOARD MEMBER

I, \_\_\_\_\_\_ hereby agree to participate on the Board of

Name of board member)

Mach 30 Directors for

(Organization name) In doing so, I will take an active part in the operation and decision making processes of this organization. In addition, I hereby state that I will not be compensated for my participation as a director, nor am I related to any existing board members or officers of the organization. My qualifications are as stated below:

I have worked for not-for-profit organizations for 13 years, all with an education and community engagement focus. I am an expert on program design, strategic communication, and monitoring and evaluation. I hold an MA in Public and International Affairs and an MFA in not-for-profit Arts Management.

To insure that our organization will serve public interests and not the personal or private interests of a few individuals, unrelated individuals selected from the community will serve on and control our Board of Directors.

Members of the Board will be selected from the following categories; (1) community leaders, such as elected or appointed officials, members of the clergy, educators, civic leaders, or other such individuals representing a broad cross-section of the views and interests of your community, (2) individuals having special knowledge or expertise in your particular field or discipline in which your organization is operating, (3) public officials acting in their capacities as such, (4) individuals selected by public officials, and (5) individuals selected pursuant to your organizations governing instrument or bylaws by a broadly based membership.

gnature of Board Member

12 July 204

hereby agree to participate on the Board of ember) Directors for \_\_ Mach 30 (Organization name) In doing so, I will take an active part in the operation and decision making processes of this organization. In addition, I hereby state that I will not be compensated for my participation as a director, nor am I related to any existing board members or officers of the organization. My qualifications are as stated below: have worked for not-for-profit organizations for 13 years Baus. I am an expert on program design envagement cation, and monitoring and evaluation. I hold a MA in both Public and not-for-patt Arts Managemen

To insure that our organization will serve public interests and not the personal or private interests of a few individuals, unrelated individuals selected from the community will serve on and control our Board of Directors.

Members of the Board will be selected from the following categories; (1) community leaders, such as elected or appointed officials, members of the clergy, educators, civic leaders, or other such individuals representing a broad cross-section of the views and interests of your community, (2) individuals having special knowledge or expertise in your particular field or discipline in which your organization is operating, (3) public officials acting in their capacities as such, (4) individuals selected by public officials, and (5) individuals selected pursuant to your organizations governing instrument or bylaws by a broadly based membership.

Board Member



#### WELCOME TO THE NATIONAL ASSOCIATION OF ROCKETRY

HOME JOIN NAR SITE MAP CONTACT US MEMBER LOGIN

About the NAR

Team America

Model Rocket Info (G and under)

High Power Info (over G motors)

Educational Resources

Find A Launch

Find A Local Club

Safety Information

Rocket Motor Information

Contest Flying

NAR Products

Sport Rocketry Magazine

> CALL NAR 800-262-4872 P.O. Box 407 Marion, IA 52302

Copyright 2002, NAR Privacy Notice

Problems with our site? Contact the webmaster

### Rocket Skills Program

Are you a rocketeer under age 18, member of the NAR or not?

> Check out our new NARTREK Cadet Program designed especially for you!

#### What is NARTREK?

NARTREK stands for "National Association of Rocketry Training Rocketeers for Experience and Knowledge." It consists of a series of achievement levels in rocketry, each requiring more skill to complete than the previous one.

As each level is finished, you receive an Achievement Certificate and a jacket patch certifying your accomplishment. You are under no time limit. You progress at your own pace.



#### NARTREK skills program offers a special new incentive program for 2010

#### NARTREK.

- is a self-paced program designed to improve your knowledge and skill in rocketry step by step.
- is for all modelers -- young and old!
- is a program for modelers working alone -- as well as for modelers affiliated with NAR Sections.
- operates on the honor system.
- is administered from a central point by a staff of experienced volunteers who will work with you by mail to help solve your problems.
- uses commercially-available rocket kits whenever possible.
- uses existing publications and books available from NAR Technical Services, manufacturers, and other easily available sources.
- is designed to be low-cost to you. NAR makes no profit from the NARTREK program. You buy your own kits, motors, equipment, and publications.

NARTREK is a program designed for you, with patches and certificates for each achievement level and recognition of your progress in NAR publications.

GO

When you complete the entire NARTREK program, you will be capable of designing, building, and safely flying nearly every type of rocket. You will be ready to progress into the most advanced areas of rocketry -- national and international competition, advanced technical research, historical research, and more.

#### How Does NARTREK Work?

To participate, you must meet the basic NARTREK program requirements.

Fill out the application form and mail it to NARTREK Base along with your entry fee - or, take advantage of our introductory web-based "try it before you buy it" program.

Your program packet for the first (Bronze) level will contain details of each requirement, a list of recommended materials and publications to help you complete this level, and certification forms for each requirement.

At your own pace, complete each requirement. If you run into problems, contact NARTREK Base, who will put you in contact with someone who can help.

As you complete each requirement, fill out the certification form.

When you have completed all the certification forms for your current level, mail them in to NARTREK Base.

NARTREK Base will evaluate your certifications and send back your Achievement Certificate, along with the appropriate jacket patch. If you have signed up for additional program levels, the next packet will be sent to you automatically.

You may sign up for additional levels at any time.

#### NARTREK Program Outline

The program has three basic achievement levels: Bronze, Silver, and Gold.

Beyond the Gold level, there are seven advanced achievement areas available:

- Research & Development
- Ground Support
- Static Display
- Super Scale
- Plastic Model Conversion
- Radio Controlled Boost/Glider
- Competition

New advanced programs are added from time to time.

#### Example: The Bronze Level

Everyone begins at the simplest level. To fulfill the requirements of the Bronze level, you must:

- Perform a 60-second parachute duration flight with a kit model.
- Perform a 30-second streamer duration flight with a kit model.
- Perform a two-staged flight with a kit model.
- Perform a large model flight (D motor or above) with a kit model.

Upon completing these requirements you move to the next level: Silver.

#### **No Pressure**



Remember: once you start a NARTREK Achievement Level, you don't have to complete it within any time limit. In fact, you don't ever have to complete it at all!

NARTREK is designed to increase your enjoyment of rocketry, not your stress level. So don't "work" at it -- have fun!

#### Requirements

You must be a member of the National Association of Rocketry.

You must have built and flown at least one single-stage rocket using a kit.

You must have your own launching equipment. Your NAR Section may use a rack launch system, but it is important that you understand the fundamentals of the ignition and launching of sport rockets. This equipment is inexpensive and will last you for many years.

You must know and abide by the NAR Model Rocket and High Power Safety Codes. All NARTREK activities are based upon the NAR Safety Codes.

You must understand the NAR rocket motor coding system.

#### Try It Before You Buy It

To take advantage of our web-based "try it before you buy it" offer, download the Bronze Level Packet A now, and follow the instructions on the first page. You can preview our Silver A and Gold Level Packets A as well. (Packets are in PDF format and require the free Adobe Acrobat Reader to display.)

#### How to Register by Mail

Otherwise, to receive your first NARTREK packet, send your name, address, NAR number, and a check payable to "NARTREK" for the proper amount to:

NARTREK Base George Scheil 7311 Ditzler Raytown MO 64133

The by-mail fee for each achievement level packet is \$5 -- with the exception of the Gold level, which is \$10.

Special Offer: receive the Bronze, Silver, and Gold packets, plus one advanced level of your choice, for \$20.

As soon as your check arrives, your Bronze packet will be in the mail to you!

#### Join NARTREK now, and wear the NARTREK Gold!

NOTE: If you do not have a copy of Adobe Reader software, you can download it for FREE by clicking on the icon below.

Get Acrobat Reader Adobe

Return to the NAR home page | Join the NAR

Name:

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

	A. Statement of Revenues and Expenses						
	Type of revenue or expense         Current tax year         3 prior tax years or 2 succeeding tax years						
						. (d) From	
			То	. To	. To	То	(a) through (d)
	1	Gifts, grants, and contributions received (do not include unusual grants)					
	2	Membership fees received					
	3	Gross investment income					
	4	Net unrelated business income					
	5	Taxes levied for your benefit					
Revenues	6	Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)					
Rev	7	Any revenue not otherwise listed above or in lines 9–12 below (attach an itemized list)					
	8	Total of lines 1 through 7					
	9	Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)					
	10	Total of lines 8 and 9					
	11	Net gain or loss on sale of capital assets (attach schedule and see instructions)					
	12	Unusual grants					
	13	Total Revenue Add lines 10 through 12					
	14	Fundraising expenses					
	15	Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)					
	16	Disbursements to or for the benefit of members (attach an itemized list)					
ses	17	Compensation of officers, directors, and trustees					
Expenses	18	Other salaries and wages					
	19	Interest expense					
	20	Occupancy (rent, utilities, etc.)					
	21	Depreciation and depletion					
	22	Professional fees					
	23	Any expense not otherwise classified, such as program services (attach itemized list)					
	24	Total Expenses Add lines 14 through 23					

_	1023 (Rev. 6-2006) Name: EIN: -			Page <b>10</b>
Par	rt IX Financial Data (Continued)			
	B. Balance Sheet (for your most recently completed tax year)	$ \longrightarrow $	Year En	-
	Assets		(Whole	e dollars)
1	Cash	1		
2	Accounts receivable, net	2		
3	Inventories	3		
4	Bonds and notes receivable (attach an itemized list)	4		
5	Corporate stocks (attach an itemized list)	5 6		
6	Loans receivable (attach an itemized list)	7		
7	Other investments (attach an itemized list)	8		
8	Depreciable and depletable assets (attach an itemized list)	0 9		
9		10		
10	Other assets (attach an itemized list)	11		
11	Total Assets (add lines 1 through 10)			
12	Accounts payable	12		
13	Contributions, gifts, grants, etc. payable	13		
14	Mortgages and notes payable (attach an itemized list)	14		
15	Other liabilities (attach an itemized list)	15		
16	Total Liabilities (add lines 12 through 15)	16		
	Fund Balances or Net Assets			
17	Total fund balances or net assets	17		
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	18		
19	Have there been any substantial changes in your assets or liabilities since the end of the period		Yes	□ No
Det	shown above? If "Yes," explain. rt X Public Charity Status			
	X is designed to classify you as an organization that is either a <b>private foundation</b> or a <b>public charity</b> more favorable tax status than private foundation status. If you are a private foundation, Part X is desi			
dete	ermine whether you are a <b>private operating foundation</b> . (See instructions.)	gneu		
<b>1</b> a	Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions.		Yes	🗆 No
b	As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2.			
2	Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI.		Yes	🗌 No
3	Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4.		Yes	🗌 No
4	Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation?		Yes	□ No
5	If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking o You may check only one box.	ne of t	he cho	ices below.
	The organization is not a private foundation because it is:			
а	509(a)(1) and 170(b)(1)(A)(i)-a church or a convention or association of churches. Complete and attach S	Schedu	ıle A.	
b	509(a)(1) and 170(b)(1)(A)(ii)—a school. Complete and attach Schedule B.			
С	509(a)(1) and 170(b)(1)(A)(iii)—a <b>hospital</b> , a cooperative hospital service organization, or a medical resorganization operated in conjunction with a hospital. Complete and attach Schedule C.	earch		
d	509(a)(3)—an organization supporting either one or more organizations described in line 5a through c or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D.	, f, g,	or h	

	2009	2010	2011	2012
Insurance				
Operations (Launch, etc) Insurance - Liability for Ops			\$500	\$1,000
Website (Mach30.org)				
- Wordpress Domain Mapping			\$12	\$12
Other				
Business Cards			\$100	\$100
Incorporation/ paperwork fees	\$125	\$500	\$100	
Virtual Infrastrucutre				
ODE Hosting			\$192	\$192
ODE Domains (.net, .org, .com) good through 4/2/12			\$37	\$37
ODE SSL Cert			\$150	\$150
ODE development support			\$1,000	\$1,000
ODE marketing expenses			\$250	\$250
ITAR consulting			\$0	\$2,000
Community Building				
Education/ training events			\$0	\$300
"Kites" Project Crew Gifts			\$200	\$200
Documentation				
Videography/Photography/Production			\$0	\$1,000
Total	\$125	\$500	\$2,541	\$6,241

Grant	2011	2012
"Kite" grants (2 each year) for building expenses to Mach 30 volunteers. Resulting hardware to be licensed under Appache Style Open Hardware Licence	\$400	\$4,000

## Mach 30 Foundation for Space Development

Open Source Spaceflight Hardware Grant Application

#### Guidelines:

The mission of Mach 30 is to hasten the advancement of humanity into a spacefaring civilization. One of the primary methods used to support this mission is the development of open source spaceflight hardware. Mach 30 makes available funds to support open source spaceflight hardware projects developed by volunteers when those projects are aligned with the current research goals of Mach 30, and the projects have demonstrated a sufficient level of research, planning, and development. Any project wishing to apply for a grant from Mach 30 must already have an established presence online at Open Design Engine (ODE - <a href="https://opendesignengine.net/">https://opendesignengine.net/</a>) or a similar website, be licensed under the Mach 30 Open Design Pledge (<a href="http://mach30.org/about/mach-30-open-design-pledge/">http://mach30.org/about/mach-30-open-design-pledge/</a>) or similar license, and clearly document the research, planning, and development done to date.

Please note, Mach 30 Open Source Spaceflight Hardware Grants are intended to cover "kite" level research (<u>http://mach30.org/2009/11/02/innovation-and-kites-stepping-stone-to-aurora/</u>). As such, grant applicants should either apply for funding at the first level (~\$200) or demonstrate in their application the mastery, and openly licensed designs and documentation, of earlier levels.

Project Name: \_\_\_\_\_ Project URL (on ODE or similar system): \_\_\_\_\_ Team name (optional): \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Contact info (address, phone number(s), e-mail address):

Other	Team	members:	

Name:	Email:	Phone:	

**Describe the project** (What are the goals and requirements?):

State your motivation for the project (Why are you doing it?):

Give a rough outline of the project (How do you plan to accomplish this project?):

Budget (breakdown or narrative):

#### Agreement details: (please initial to affirm)

I understand that Mach 30 is a non-profit 501(c)3 corporation, and the use of Mach 30 funds must comply with IRS regulations.

- I agree to use this grant in the manner described in this form.
- \_\_\_\_\_ I agree to licence this project in the Manner designated by Mach 30.
- \_\_\_\_\_ I agree that the project will be hosted at OpenDesignEngine.net (ODE)
- \_\_\_\_\_ I agree to frequently document the project progress using pictures and video, and

to make this documentation available to Mach 30.

\_\_\_\_\_ Upon completion of the project, I will provide a project summary that includes but is not limited to: team feedback, lessons learned, surprising outcomes, and pretty pictures.

By signing this form...

X\_\_\_

signature

date

By signing this form, Mach 30 hereby authorizes the disposition of funds to the named project.

Х\_

signature

date
#### Preamble

Through this CERN Open Hardware Licence ("<u>CERN OHL</u>") version 1.1, the Organization wishes to disseminate its hardware designs (as published on <u>http://www.ohwr.org/</u>) as widely as possible, and generally to foster collaboration among public research hardware designers.

The CERN OHL is copyright of CERN. Anyone is welcome to use the CERN OHL, in unmodified form only, for the distribution of his own Open Hardware designs. Any other right is reserved.

#### **1. Definitions**

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

"Licence" means this CERN OHL.

"<u>Documentation</u>" means schematic diagrams, designs, circuit or circuit board layouts, mechanical drawings, flow charts and descriptive text, and other explanatory material that is explicitly stated as being made available under the conditions of this Licence. The Documentation may be in any medium, including but not limited to computer files and representations on paper, film, or any other media.

"<u>Product</u>" means either an entire, or any part of a, device built using the Documentation or the modified Documentation.

"Licensee" means any natural or legal person exercising rights under this Licence.

"<u>Licensor</u>" means any natural or legal person that creates or modifies Documentation and subsequently communicates to the public and/ or distributes the resulting Documentation under the terms and conditions of this Licence.

A Licensee may at the same time be a Licensor, and vice versa.

#### 2. Applicability

- 2.1 This Licence governs the use, copying, modification, communication to the public and distribution of the Documentation, and the manufacture and distribution of Products. By exercising any right granted under this Licence, the Licensee irrevocably accepts these terms and conditions.
- 2.2 This Licence is granted by the Licensor directly to the Licensee, and shall apply worldwide and without limitation in time. The Licensee may assign his licence rights or grant sub-licences.
- 2.3 This Licence does not apply to software, firmware, or code loaded into programmable devices which may be used in conjunction with the Documentation, the modified Documentation or with Products. The use of such software, firmware, or code is subject to the applicable licence terms and conditions.

# 3. Copying, modification, communication to the public and distribution of the Documentation

- 3.1 The Licensee shall keep intact all copyright and trademarks notices and all notices that refer to this Licence and to the disclaimer of warranties that is included in the Documentation. He shall include a copy thereof in every copy of the Documentation or, as the case may be, modified Documentation, that he communicates to the public or distributes.
- 3.2 The Licensee may use, copy, communicate to the public and distribute verbatim copies of the Documentation, in any medium, subject to the requirements specified in section 3.1.
- 3.3 The Licensee may modify the Documentation or any portion thereof. The Licensee may communicate to the public and distribute the modified Documentation (thereby in addition to being a Licensee also becoming a Licensor), always provided that he shall:
  - a. comply with section 3.1;
  - b. cause the modified Documentation to carry prominent notices stating that the Licensee has modified the Documentation, with the date and details of the modifications;
  - c. license the modified Documentation under the terms and conditions of this Licence or, where applicable, a later version of this Licence as may be issued by CERN; and
  - d. send a copy of the modified Documentation to all Licensors that contributed to the parts of the Documentation that were modified, as well as to any other Licensor who has requested to receive a copy of the modified Documentation and has provided a means of contact with the Documentation.
- 3.4 The Licence includes a licence to those patents or registered designs that are held by the Licensor, to the extent necessary to make use of the rights granted under this Licence. The scope of this section 3.4 shall be strictly limited to the parts of the Documentation or modified Documentation created by the Licensor.

#### 4. Manufacture and distribution of Products

- 4.1 The Licensee may manufacture or distribute Products always provided that the Licensee distributes to each recipient of such Products a copy of the Documentation or modified Documentation, as applicable, and complies with section 3.
- 4.2 The Licensee is invited to inform in writing any Licensor who has indicated its wish to receive this information about the type, quantity and dates of production of Products the Licensee has (had) manufactured.

#### 5. Warranty and liability

5.1 <u>DISCLAIMER</u> – The Documentation and any modified Documentation are provided "as is" and any express or implied warranties, including, but not limited to, implied warranties of merchantability, of satisfactory quality, and fitness for a particular purpose or use are disclaimed in respect of the Documentation, the modified Documentation or any Product. The Licensor makes no representation that the Documentation, modified Documentation, or any Product, does or will not infringe any patent, copyright, trade secret or other proprietary right. The entire risk as to the use, quality, and performance of a Product shall be with the Licensee and not the Licensor. This disclaimer of warranty is an essential part of this Licence and a

condition for the grant of any rights granted under this Licence. The Licensee warrants that it does not act in a consumer capacity.

5.2 <u>LIMITATION OF LIABILITY</u> – The Licensor shall have no liability for direct, indirect, special, incidental, consequential, exemplary, punitive or other damages of any character including, without limitation, procurement of substitute goods or services, loss of use, data or profits, or business interruption, however caused and on any theory of contract, warranty, tort (including negligence), product liability or otherwise, arising in any way in relation to the Documentation, modified Documentation and/or the use, manufacture or distribution of a Product, even if advised of the possibility of such damages, and the Licensee shall hold the Licensor(s) free and harmless from any liability, costs, damages, fees and expenses, including claims by third parties, in relation to such use.

#### 6. General

- 6.1 The rights granted under this Licence do not imply or represent any transfer or assignment of intellectual property rights to the Licensee.
- 6.2 The Licensee shall not use or make reference to any of the names, acronyms, images or logos under which the Licensor is known, save in so far as required to comply with section 3. Any such permitted use or reference shall be factual and shall in no event suggest any kind of endorsement by the Licensor or its personnel of the modified Documentation or any Product, or any kind of implication by the Licensor or its personnel in the preparation of the modified Documentation or Product.
- 6.3 CERN may publish updated versions of this Licence which retain the same general provisions as this version, but differ in detail so far this is required and reasonable. New versions will be published with a unique version number.
- 6.4 This Licence shall terminate with immediate effect, upon written notice and without involvement of a court if the Licensee fails to comply with any of its terms and conditions, or if the Licensee initiates legal action against Licensor in relation to this Licence. Section 5 shall continue to apply.
- 6.5 Except as may be otherwise agreed with the Intergovernmental Organization, any dispute with respect to this Licence involving an Intergovernmental Organization shall, by virtue of the latter's Intergovernmental status, be settled by international arbitration. The arbitration proceedings shall be held at the place where the Intergovernmental Organization has its seat. The arbitral award shall be final and binding upon the parties, who hereby expressly agree to renounce any form of appeal or revision.



## **The Apache Software Foundation**

## **Apache License, Version 2.0**

- Foundation
- <u>Projects</u>
- <u>People</u>
- Get Involved
- <u>Download</u>
- Support Apache

#### Home » Licenses

		Search
--	--	--------

Apache License

Version 2.0, January 2004

http://www.apache.org/licenses/

#### TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

#### 1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form,

including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

**2. Grant of Copyright License**. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

**3. Grant of Patent License**. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

**4. Redistribution**. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

1. You must give any other recipients of the Work or Derivative Works a copy of this License; and

- 2. You must cause any modified files to carry prominent notices stating that You changed the files; and
- 3. You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and
- 4. If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License. You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

**5. Submission of Contributions**. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

**6. Trademarks**. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

**7. Disclaimer of Warranty**. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

**8. Limitation of Liability**. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

**9.** Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only

on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

# **APPENDIX:** How to apply the Apache License to your work

To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "[]" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

Copyright [yyyy] [name of copyright owner] Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

http://www.apache.org/licenses/LICENSE-2.0

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

#### **Projects**

- <u>HTTP Server</u>
- Abdera
- <u>ActiveMQ</u>
- <u>Ant</u>
- <u>APR</u>
- Archiva
- <u>Aries</u>
- <u>Avro</u>
- <u>Axis</u>
- <u>Buildr</u>
- <u>Camel</u>
- <u>Cassandra</u>
- <u>Cayenne</u>
- <u>Chemistry</u>
- <u>Click</u>
- Cocoon

- <u>Commons</u>
- <u>Continuum</u>
- <u>CouchDB</u>
- <u>CXF</u>
- <u>DB</u>
- <u>Directory</u>
- ESME
- <u>Felix</u>
- Forrest
- <u>Geronimo</u>
- <u>Gump</u>
- <u>Hadoop</u>
- <u>Harmony</u>
- <u>HBase</u>
- <u>Hive</u>
- <u>HttpComponents</u>
- Jackrabbit
- Jakarta
- <u>James</u>
- j<u>UDDI</u>
- <u>Karaf</u>
- Lenya
- Libcloud
- Logging
- Lucene
- <u>Mahout</u>
- <u>Maven</u>
- <u>Mina</u>
- <u>MyFaces</u>
- <u>Nutch</u>
- <u>ODE</u>
- <u>OODT</u>
- OFBiz
- <u>OpenEJB</u>
- OpenJPA
- OpenWebBeans
- <u>PDFBox</u>
- <u>Perl</u>
- <u>Pig</u>
- <u>Pivot</u>
- <u>POI</u>
- Portals
- <u>Qpid</u>
- <u>River</u>
- <u>Roller</u>

- <u>Santuario</u>
- <u>ServiceMix</u>
- <u>Shindig</u>
- <u>Shiro</u>
- <u>Sling</u>
- <u>SpamAssassin</u>
- <u>STDCXX</u>
- <u>Struts</u>
- <u>Subversion</u>
- <u>Synapse</u>
- <u>Tapestry</u>
- <u>Tcl</u>
- <u>Thrift</u>
- <u>Tika</u>
- <u>Tiles</u>
- <u>Tomcat</u>
- <u>TrafficServer</u>
- <u>Turbine</u>
- <u>Tuscany</u>
- <u>UIMA</u>
- <u>Velocity</u>
- Web Services
- <u>Wicket</u>
- <u>Xalan</u>
- <u>Xerces</u>
- <u>XML</u>
- <u>XMLBeans</u>
- XML Graphics
- Zoo Keeper

#### Foundation

- <u>FAQ</u>
- <u>Licenses</u>
- <u>Trademarks</u>
- <u>News</u>
- Press Inquiries
- Public Records
- <u>Sponsorship</u>
- **Donations**
- Buy Stuff
- <u>Thanks</u>
- Contact

#### **Foundation Projects**

- <u>Attic</u>
- <u>Conferences</u>
- <u>Community Development</u>
- Incubator
- Infrastructure
- <u>JCP</u>
- <u>Labs</u>
- Legal Affairs
- Public Relations
- <u>Security</u>
- <u>Travel Assistance</u>

#### Community

- <u>People</u>
- <u>Memorials</u>
- Feathercast
- Project Blogs
- <u>PlanetApache</u>

#### How It Works

- Introduction
- <u>Meritocracy</u>
- <u>Structure</u>
- <u>Roles</u>
- Collaboration
- Incubator
- Other entities
- <u>Glossary</u>
- <u>Voting</u>

Copyright © 2011 The Apache Software Foundation, Licensed under the <u>Apache License</u>, <u>Version 2.0</u>. Apache and the Apache feather logo are trademarks of The Apache Software Foundation.

# **OSHW**

### From Definition of Free Cultural Works

This page hosts the current proposed Open Source Hardware (OSHW) Statement of Principles and Definition v1.0. The statement of principles is a high-level overview of the ideals of open-source hardware. The definition is an attempt to apply those ideals to a standard by which to evaluate licenses for hardware designs.

To endorse the Open Source Hardware Definition 1.0, please add your name (and affiliation) below (http://freedomdefined.org/OSHW#Endorsements)

Older drafts of the definition are also available (http://freedomdefined.org/OSHW\_older\_drafts) .

Compiled community feedback from previous versions of the Definition can be found here (http://www.openhardwaresummit.org/compiled-feedback/)

If you would like to propose changes to the statement of principles or definition, please do so on the work-inprogress draft (http://freedomdefined.org/OSHW\_draft). And, please edit while signed in, not anonymously.

Please join the conversation about the definition here (http://openhardwaresummit.org/forum)



## **Open Source Hardware (OSHW) Statement of Principles 1.0**

Open source hardware is hardware whose design is made publicly available so that anyone can study, modify, distribute, make, and sell the design or hardware based on that design. The hardware's source, the design from which it is made, is available in the preferred format for making modifications to it. Ideally, open source hardware uses readily-available components and materials, standard processes, open infrastructure, unrestricted content, and open-source design tools to maximize the ability of individuals to make and use hardware. Open source hardware gives people the freedom to control their technology while sharing knowledge and encouraging commerce through the open exchange of designs.

## **Open Source Hardware (OSHW) Definition 1.0**

OSHW Draft Definition 1.0 is based on the Open Source Definition (http://opensource.org/docs/osd) for

Open Source Software and draft OSHW definition 0.5 (http://freedomdefined.org/OSHW\_older\_drafts). The definition is derived from the Open Source Definition (http://www.opensource.org/docs/osd), which was created by Bruce Perens and the Debian developers as the Debian Free Software Guidelines. Videos and Documentation of the Opening Hardware workshop which kicked off the below definition are available here (http://www.eyebeam.org/projects/Opening-hardware). Please join the conversation about the definition here (http://openhardwaresummit.org/forum)

#### Introduction

Open Source Hardware (OSHW) is a term for tangible artifacts -- machines, devices, or other physical things -- whose design has been released to the public in such a way that anyone can make, modify, distribute, and use those things. This definition is intended to help provide guidelines for the development and evaluation of licenses for Open Source Hardware.

Hardware is different from software in that physical resources must always be committed for the creation of physical goods. Accordingly, persons or companies producing items ("products") under an OSHW license have an obligation to make it clear that such products are not manufactured, sold, warrantied, or otherwise sanctioned by the original designer and also not to make use of any trademarks owned by the original designer.

The distribution terms of Open Source Hardware must comply with the following criteria:

#### 1. Documentation

The hardware must be released with documentation including design files, and must allow modification and distribution of the design files. Where documentation is not furnished with the physical product, there must be a well-publicized means of obtaining this documentation for no more than a reasonable reproduction cost, preferably downloading via the Internet without charge. The documentation must include design files in the preferred format for making changes, for example the native file format of a CAD program. Deliberately obfuscated design files are not allowed. Intermediate forms analogous to compiled computer code -- such as printer-ready copper artwork from a CAD program -- are not allowed as substitutes. The license may require that the design files are provided in fully-documented, open format(s).

#### 2. Scope

The documentation for the hardware must clearly specify what portion of the design, if not all, is being released under the license.

#### 3. Necessary Software

If the licensed design requires software, embedded or otherwise, to operate properly and fulfill its essential functions, then the license may require that one of the following conditions are met:

a) The interfaces are sufficiently documented such that it could reasonably be considered straightforward to write open source software that allows the device to operate properly and fulfill its essential functions. For example, this may include the use of detailed signal timing diagrams or pseudocode to clearly illustrate the interface in operation.

b) The necessary software is released under an OSI (http://www.opensource.org/) -approved open source license.

#### 4. Derived Works

The license shall allow modifications and derived works, and shall allow them to be distributed under the same terms as the license of the original work. The license shall allow for the manufacture, sale, distribution, and use of products created from the design files, the design files themselves, and derivatives therof.

#### 5. Free redistribution

The license shall not restrict any party from selling or giving away the project documentation. The license shall not require a royalty or other fee for such sale. The license shall not require any royalty or fee related to the sale of derived works.

#### 6. Attribution

The license may require derived documents, and copyright notices associated with devices, to provide attribution to the licensors when distributing design files, manufactured products, and/or derivatives thereof. The license may require that this information be accessible to the end-user using the device normally, but shall not specify a specific format of display. The license may require derived works to carry a different name or version number from the original design.

#### 7. No Discrimination Against Persons or Groups

The license must not discriminate against any person or group of persons.

#### 8. No Discrimination Against Fields of Endeavor

The license must not restrict anyone from making use of the work (including manufactured hardware) in a specific field of endeavor. For example, it must not restrict the hardware from being used in a business, or from being used in nuclear research.

#### 9. Distribution of License

The rights granted by the license must apply to all to whom the work is redistributed without the need for execution of an additional license by those parties.

#### 10. License Must Not Be Specific to a Product

The rights granted by the license must not depend on the licensed work being part of a particular product. If a portion is extracted from a work and used or distributed within the terms of the license, all parties to whom that work is redistributed should have the same rights as those that are granted for the original work.

#### 11. License Must Not Restrict Other Hardware or Software

The license must not place restrictions on other items that are aggregated with the licensed work but not derivative of it. For example, the license must not insist that all other hardware sold with the licensed item be open source, nor that only open source software be used external to the device.

#### 12. License Must Be Technology-Neutral

No provision of the license may be predicated on any individual technology, specific part or component, material, or style of interface or use thereof.

#### Afterword

The signatories of this Open Source Hardware definition recognize that the open source movement represents only one way of sharing information. We encourage and support all forms of openness and collaboration, whether or not they fit this definition.

## **Licenses and Hardware**

In promoting Open Hardware, it is important to make is clear to designers the extent to which their licenses actually can control their designs. Under U.S. law, and law in many other places, copyright does not apply to electronic designs. Patents do. The result is that an Open Hardware license can in general be used to restrict the *plans* but *not* the manufactured devices or even restatements of the same design that are not textual copies of the original. The applicable section of copyright law is 17.102(b), which says:

In no case does copyright protection for an original work of authorship extend to any idea, procedure, process, system, method of operation, concept, principle, or discovery, regardless of the form in which it is described, explained, illustrated, or embodied in such work.

## Translations

The below translations have been offered by members of the community and should be checked for accuracy and possible language problems.

- Portuguese (http://freedomdefined.org/OSHW/translations/portuguese)
- Spanish (http://freedomdefined.org/OSHW/translations/spanish)
- Japanese (http://freedomdefined.org/OSHW/translations/japanese)
- French (http://freedomdefined.org/OSHW/translations/french)

## Endorsements

OSHW Draft Definition 1.0 has been endorsed by the following persons and/or organization as of 2011/7/12.

Please feel free to add (*your own* names) to this section. Listing your affiliation is optional for personal endorsements, and endorsements are presumed to be personal unless the organization name is listed separately.

Please join the conversation about the definition here (http://openhardwaresummit.org/forum)

- Abhimanyu Singh Udawat, Explore Labs (http://www.explorelabs.com/)
- Adam Mayer, Makerbot Industries (http://www.makerbot.com/)
- Andrew Meyer
- Adam Wolf, Wayne and Layne (http://www.wayneandlayne.com)
- Addie Wagenknecht and Stefan Hechenberger Nortd Labs (http://labs.nortd.com/) Eyebeam (http://www.eyebeam.org) Lasersaur (http://lasersaur.com/)
- Akiba, FreakLabs (http://www.freaklabs.org/)
- Alexander Ruiz Ingenio Sólido S.A.S (http://www.ingeniosolido.com)
- Alexis Sánchez PingüinoVE (http://www.pinguino.org.ve)
- Alicia Gibb Bug Labs (http://www.buglabs.net)

- Alok Prasad
- Amanda Wozniak, Ninja Networks (http://www.ninjas.org/)
- Amon Millner Scratch & MIT (http://scratch.mit.edu/), Olin College (http://www.olin.edu/), and Modkit (http://modk.it/)
- André Menks Multilógica-shop (http://multilogica-shop.com/)
- Andrew Back Open Source Hardware User Group (http://oshug.org)
- Andrew Plumb, ClothBot Designs (http://clothbot.com/wiki/Main\_Page)
- Andrew Sliwinski OmniCorpDetroit (http://www.omnicorpdetroit.com/)
- Andrew Stone, Toasted Circuits (http://www.toastedcircuits.com)
- Andy Gelme, Connected Community HackerSpace (http://hackmelbourne.org), Melbourne, Australia and Geekscape Pty. Ltd. (http://geekscape.org)
- Anil Kumar Pugalia (Pugs' Passion (http://profession.sarika-pugs.com) )
- Asim Baig, Tinkeract (http://www.tinkeract.com/)
- Ayah Bdeir, littleBits.cc (http://www.littleBits.cc) /Eyebeam (http://www.eyebeam.org) /Creative Commons (http://www.creativecommons.org)
- Bastian Bittorf bittorf wireless )) (http://bittorf-wireless.de/)
- Benjamin Gaulon, Recyclism (http://www.recyclism.com/)
- Ben Leduc-Mills Craft Technology Lab (http://l3d.cs.colorado.edu/~ctg/Craft\_Tech.html)
- Ben Lipkowitz, SKDB (http://gnusha.org/skdb/) reprap (http://reprap.org/)
- Bernard Pratz, hackable:Devices (http://hackable-devices.org)
- Bernt Weber, Splashelec (http://www.splashelec.com/)
- Bhagyashri Sharangpani, Bhasha Technologies (http://www.bhasha.co.cc/)
- Bill Shaw Inanimate Reason (http://inanimatereason.com/)
- Boseji Electronics For Bharat (http://m8051.blogspot.com) |A.D.H.A.R Labs (http://adharlabs.in)
- Brandon Stafford, Rascal Micro (http://rascalmicro.com)
- Brett Hagman, Rogue Robotics (http://roguerobotics.com/), Wiring (http://wiring.org.co/)
- Bryan Bishop, SKDB (http://gnusha.org/skdb/) Humanity+ (http://humanityplus.org/)
- Cécile Montagne, open-devices (http://open-devices.com)
- Carmen Trudell Fluxxlab (http://www.fluxxlab.com)
- Carson Reynolds University of Tokyo (http://www.k2.t.u-tokyo.ac.jp/members/carson/carson-e.html)
- Catarina Mota, openMaterials (http://openmaterials.org)
- Cathal Garvey, Indie Biotech (http://www.indiebiotech.com)
- Charles Collis, AdCiv.org (http://www.adciv.org)
- Charles Edward Pax, Makerbot Industries (http://www.makerbot.com/)
- Charles Yarnold
- Chris Anderson, 3D Robotics/DIY Drones (http://www.diydrones.com/)
- Chris Jefferies, Tinaja Labs
- Christopher Lee, Australian Robotics (http://www.australianrobotics.com.au/)
- Chris Walker, Netduino (http://www.netduino.com) Secret Labs (http://www.secretlabs.com)
- Christian Siefkes, keimform.de (http://www.keimform.de/)
- Constantin Craciun Harkopen.com open source hardware community (http://harkopen.com/)
- Dan Clark GroundZero Labs (http://gzero.org)
- Daniel Garcia Protostack (http://www.protostack.com)
- Daniel Yucra SomosLibres.org Perú (http://www.somoslibres.org)
- Dave Borghuis TkkrLab hackerspace (http://tkkrlab.nl)

- Dave Hrynkiw Solarbotics Ltd. (http://www.solarbotics.com/), HVW Technologies (http://www.hvwtech.com/)
- David A. Mellis, Arduino (http://arduino.cc)
- David Ankers & James Cotton, The OpenPilot Foundation (http://www.OpenPilot.org)
- David Carrier, Parallax Inc. (http://www.parallax.com)
- David Cuartielles, Arduino (http://arduino.cc) OSHW\_Spanish (http://arduino.cc/forum/index.php/topic,52581.0.html)
- David Gascón, Libelium (http://www.libelium.com), Cooking-Hacks (http://www.cooking-hacks.com)
- David Lang, OpenROV (http://www.OpenROV.com)
- David Reyes Samblás Martínez Tuxbrain (http://www.tuxbrain.com/)
- Demetris Rouslan Zavorotnitsienko GizmoForYou (http://www.gizmoforyou.com/)
- David Siren Eisner, InMojo (http://www.inmojo.com)
- Diego Spinola Hackeneering (http://www.hackeneering.com/)
- Dilshan R Jayakody nanoLEAF (http://www.nanoleaf.net/)
- Dumitru Stama dicsEE (http://dics.voicecontrol.ro/)
- Dustyn Roberts, dustynrobots (http://www.dustynrobots.com/)
- Ed Minchau, Magical Robotics (http://www.magicalrobotics.com/)
- Eric Boyd sensebridge (http://www.sensebridge.net/)
- Eric Michaud il 1 Industries (http://www.il1industries.com)
- Eric Thompson Low Voltage Labs (http://lowvoltagelabs.com/)
- Federico Lucifredi SUSE Linux (http://www.novell.com/linux/)
- Freddy Deniau
- Frédéric Jourdan, Snootlab (http://shop.snootlab.com)
- Frank Piller, rwth-aachen university (http://tim.rwth-aachen.de/)
- Geoffrey L. Barrows, Centeye, Inc. (http://www.centeye.com) and Embedded Eye (http://www.embeddedeye.com)
- George Hadley, NBitWonder (http://nbitwonder.com)
- Gilles Reyna
- Giovanni Lostumbo, GNUBioPhotoVoltaic (http://openwetware.org/wiki/User:Giovanni\_Lostumbo)
- Graham Bicknell
- Greg Grossmeier, Open Evangelist (http://grossmeier.net)
- Greg Krsak
- Hélio Pereira
- Helio Ribeiro da Silva Filho
- Hans Scharler ioBridge (http://iobridge.com) ThingSpeak (http://thingspeak.com)
- Hong Phuc Dang FOSSASIA (http://fossasia.org/)
- Ivan Jorge Boesing, FIRST Brazil (http://www.brfirst.org)
- J. Simmons Mach 30: Foundation for Space Development (http://mach30.org/)
- Jakub Kákona, MLAB (http://www.mlab.cz) UST (http://www.ust.cz)
- James Grahame, Reflex Audio (http://reflexaudio.com) MeeBlip (http://meeblip.com)
- James Ronald Michigan Robot Club (http://www.MiRobotClub.org/)
- Jason Veneman, Intelligenate (http://intelligenate.com)
- Jasmin Skenderi alpha-board Elektronik-Design und Fertigungsservice Berlin (http://www.alpha-board.de/)
- Jatinderjit Singh, Embisys (http://www.embisys.com)
- Jean Demartini, DEMTECH Sophia-Antipolis France (http://www.demtech.net)

- Jean-Marc Giacalone, eMAKERshop (http://www.emakershop.com)
- JeffKarney JK Devices (http://jkdevices.com)
- Jeff Keyzer MightyOhm Engineering (http://mightyohm.com)
- Jeff Moe, Aleph Objects, Inc. (http://www.alephobjects.com/)
- Jeff Saltzman, Jeff's Arduino Blog (http://jmsarduino.blogspot.com/)
- Jim Barkley, The MITRE Corporation (http://www.mitre.org/)
- Jimmie P. Rodgers JimmiePRodgers.com (http://jimmieprodgers.com/)
- Joan Espinoza PingüinoVE (http://www.pinguino.org.ve)
- Joel Murphy Rachel's Electronics (http://www.rachelselectronics.com/) Parsons D+T (http://www.newschool.edu/parsons/mfa-design-technology/)
- John Tarbox BitsConnect.com (http://www.bitsconnect.com/)
- John Wilbanks, Creative Commons (http://www.creativecommons.org)
- John Lejeune, h:D (http://hackable-devices.org)
- John M. De Cristofaro
- Johnny Russell UltiMachine (http://ultimachine.com/)
- Jon Kuniholm, The Open Prosthetics Project (http://openprosthetics.ning.com/)
- Jon Masters www.jonmasters.org (http://www.jonmasters.org/)
- Jonathan Dahan, Island Labs (http://www.islandlabs.org/)
- Jonathan Oxer, Freetronics (http://www.freetronics.com/)
- Joseph H Althaus
- Joseph Di Carlo
- Josef Průša [1] (http://josefprusa.cz) RepRap developer
- Josh Boughey The Stribe Project (http://www.soundwidgets.com)
- Joshua D. Johnson Protobot Industries (http://sites.google.com/site/protobotindustries/) physical prototyper/inventor
- Juan Gonzalez-Gomez Iearobotics.com (http://www.iearobotics.com/) Researcher on robotics
- Juergen Neumann, OHANDA Open Source Hardware and Design Alliance (http://www.ohanda.org/)
- Julien Rouviere, OpenSCB (http://openscb.org/)
- Kevin Townsend, www.microBuilder.eu (http://www.microbuilder.eu/)
- Koichi Takagi, Nagoya City University (http://www.nagoya-cu.ac.jp/)
- Lenore Edman, Evil Mad Science (http://evilmadscience.com/)
- Limor Fried, Adafruit Industries (http://www.adafruit.com/)
- Louis Montagne, Bearstech (http://bearstech.com)
- Lubos Medovarsky, Accelera Networks (http://accelera-networks.com)
- Luigi Carnevale, Droids (http://www.droids.it/)
- Marcus A. Link Manupool A Product Development Community (http://www.manupool.de)
- Mario Behling, MBM (http://mbm.vn/)
- Mark McComb, hacktronics (http://www.hacktronics.com/)
- Massimo Banzi Arduino (http://www.arduino.cc)
- Matthew Beckler, Wayne and Layne (http://www.wayneandlayne.com)
- Matthew Slater Community Forge (http://communityforge.net)
- Matthieu Quadrini OpenSCB (http://openscb.org)
- Michael Krumpus nootropic design (http://nootropicdesign.com/)
- Michael McPherson
- Michael Ossmann, Great Scott Gadgets (http://greatscottgadgets.com/)

- Michael Ruppe
- Mike Provenzano, Progunn Industries
- Mitch Altman Cornfield Electronics (http://cornfieldelectronics.com/)
- Mitch Patterson(mitpatterson) Mitch's Tech Blog (http://mitchstechblog.wordpress.com/)
- Morten I. Larsen
- Nathan Seidle SparkFun Electronics (http://www.sparkfun.com)
- Nicholas C Lewis A RepRap Breeding Program (http://reprapbreeding.blogspot.com/)
- Nicolas Lassabe Artilect FabLab Toulouse (http://www.artilect.fr)
- Nis Sarup
- Patrick Korkuch
- Pavol Rusnak, hackerspace brmlab (http://brmlab.cz)
- Peter Kirn, Create Digital Music (http://createdigitalmusic.com) MeeBlip (http://meeblip.com)
- Phillip Torrone, MAKE magazine (http://www.makezine.com/) Adafruit Industries (http://www.adafruit.com/)
- Pierce Nichols Logos Electromechanical LLC (http://logos-electro.com)
- Pierrick Boissard I-Grebot robotics association (http://igrebot.fr/)
- Rafael Barmak OVNI Lab (http://www.ovnilab.com.br)
- Raphaël Rousseau Atelier Laser (http://www.atelierlaser.com)
- Raúl Oviedo Ingenieria Electronica (http://ayudaelectronica.com/)
- Raghavan Nagabhirava
- Richard Anderson Fair Use Building and Research Labs (http://fubarlabs.com)
- Robert Fitzsimons Part Fusion Electronics (http://partfusion.com/)
- Ronen Kadushin Open Design (http://www.ronen-kadushin.com/Open\_Design.asp)
- Ron K. Jeffries, Jeffries Research
- Roy Mohan Shearer, Openthing (http://www.openthing.org/)
- Ryan Pulkrabek, Collaborative Space Travel and Research Team (CSTART) (http://cstart.org/)
- Samuel Sayer, The MITRE Corporation (http://www.mitre.org)
- Samuel Vale, Holoscópio Tecnologia (http://holoscopio.com)
- Sascha Meinrath, Open Technology Initiative (http://oti.newamerica.net/)
- Scot Kornak, BusBoard Prototype Systems Ltd. (http://www.busboard.us/)
- Shannon Morrisey
- Shigeru Kobayashi IAMAS (http://www.iamas.ac.jp/E/index.html) Funnel (http://funnel.cc) Gainer (http://gainer.cc)
- Stacy L. Devino, Does it Pew? (http://doesitpew.blogspot.com/) aka childoffhehorn (http://www.stacydevino.com/)
- Sterling Pickens, linuxsociety (http://www.linuxsociety.org/)
- Steve Dickie, ArduinoEducation.com (http://www.arduinoeducation.com/)
- Steve Gifford, Chips To Bits (http://www.chipstobits.com)
- Steve Hoefer Grathio Labs (http://grathio.com/)
- Stewart Dickson Makerspace-Urbana (http://makerspaceu.org)
- Tassos Natsakis KU Leuven (http://kuleuven.be)
- Terry King, YourDuino.com (http://www.arduino-direct.com/sunshop/)
- Thomas Gokey, artist (http://thomasgokey.com/)
- Tom Igoe, Arduino (http://www.arduino.cc) ITP, NYU (http://itp.nyu.edu)
- Tully Gehan, Samurai Circuits (http://samuraicircuits.com/)

- Tuomo Tammenpää, OHANDA Open Source Hardware and Design Alliance (http://www.ohanda.org/)
- Usman Haque, Pachube (http://www.pachube.com/)
- Vlad Trifa, Web of Things (http://www.webofthings.com) ETH Zurich (http://vladtrifa.com)
- Will Pickering, FunGizmos (http://www.FunGizmos.com)
- William Morris, I Heart Robotics (http://www.iheartrobotics.com) /I Heart Engineering (http://www.iheartengineering.com)
- Wim Vandeputte, kd85 (http://kd85.com)
- Windell Oskay, Evil Mad Science (http://evilmadscience.com/)
- Yannick Avelino, Electrolab (http://www.electrolab.fr/)
- Ramón Martínez, Tenderoo Mobile Payment (http://www.tenderoo.com/)
- Gregor Gross alpha-board Elektronik-Design und Fertigungsservice Berlin (http://www.alpha-board.de/)
- Joseph Gray 911 Media Arts Center, Seattle (http://www.911media.org/) projBox (http://projbox.org)
- Viento Floating City Copenhagen (http://flydendeby.dk/)
- Cesar Harada Protei, sailing drones (http://protei.org/)
- Glyn Hudson, Trystan Lea and Suneil Tagore OpenEnergyMonitor (http://openenergymonitor.org)
- Pete Prodoehl RasterWeb! (http://rasterweb.net/raster/)
- Nuri Erginer gnexlab (http://www.gnexlab.com/)
- Darsh Shah Blog (http://darshshah.blogspot.com/)

#### Retrieved from "http://freedomdefined.org/OSHW"

- This page was last modified on 12 July 2011, at 17:45.
- Content is available under Attribution 2.5.

START HERE

PROJECTS FILE CABINET

ABOUT US

News & Views

CONTACT

## Mach 30 Open Design Pledge

#### DRAFT - v0.1

Preface

This pledge is a distillation of several sources of material. The most recent of which is <u>John</u> <u>Wilbanks' presentation (video here</u> and starts at 8:30 in). In his presentation, John Wilbanks makes three important points about openly licensing hardware. First, "open source <u>hardware</u>" is a <u>commons</u>, but maybe the not kind we think. Instead of one commons, it is really a set of commons. Second, as a result of this view, openly licensing hardware is not as straight forward as software, and maybe the answer is to focus on <u>norms</u> instead of licensing, and use the licenses that are available already where applicable. To that end, this pledge is a statement of the norms and application of licenses for Mach 30 projects. Lastly, all new licenses in the open hardware arena are like "uncompiled code" until tested in the courts, so it is difficult to tell what will actually work in terms of licensing open hardware.

1. Introduction

The intellectual property rights involved in licensing <u>open design hardware</u>, also called <u>open source hardware and open hardware</u>, are complex and cross many legal boundaries. Most physical products developed today involve embedded and/or companion software, and include documentation. These are all examples of copyrighted works, the licensing of which are well covered by existing open source software licenses and the Creative Commons. Then there is the question of patents and inventions, which require registration with government agencies and involve permission to make, use, and sell products. Instead of attempting to develop a single license that captures all of these complications, Mach 30 instead makes this pledge, with specific implementation details below: In order to promote open sharing of the design of its hardware projects, Mach 30 will license all material related to hardware projects it creates under open licenses, asking only for attribution in return, without limits on the making, using, or selling of that hardware.

2. Disclaimer of Warranty and Limitation of Liability

Mach 30, and its contributors, provide all materials related to Mach 30 hardware projects As-Is and make no warranty, expressed or implied, about the hardware or its software or its documentation, per the licenses specified below. Similarly, Mach 30, and its contributors, are not liable for any damages related to the use or misuse of Mach 30 hardware projects per the licenses specified below.

 Permission to make, use, and sell Permission is granted to all users to make, use, or sell the hardware developed by Mach 30.

#### HELP SUPPORT THE OPEN SOURCE SPACEFLIGHT REVOLUTION!



#### **KEEP IN TOUCH!**

The first step toward getting involved with Mach 30 is to get on the e-mail list. We'll send you a monthlyish newsletter about what's happening and updates about volunteer opportunities. We will not spam you, or give your address to other people who might spam you <u>Sign up here</u>

#### SIMILAR ORGANIZATIONS

Copenhagen Suborbitals CSTART DevelopSpace Open Aerospace Open Luna Open Space Movement Portland State Aerospace Society Team FREDNET Ultra Light Space Flight Wikisat

Someone missing? Let us know

#### MACH 30 EVENTS & REMINDERS

4. Software

Unless otherwise noted, software developed in support of Mach 30 hardware projects (including embedded systems, applications, and all other types of software) is licensed under the <u>Apache License 2.0</u>. Note: Mach 30 may include third party software in its hardware projects, and this third party software may be licensed under other approved open source licenses. Mach 30 may also develop software that is derived from third party software, in which case, the license of the originating software will be the license used for the derivative software. These and any other exceptions will always be clearly noted in the project's documentation.

5. Other Copyrighted Works

Unless otherwise noted, all other copyrighted works developed in support of Mach 30 hardware projects (including documentation, drawings, plans, art, etc) is licensed under the <u>Creative Commons Attribution 3.0 United States License</u>. Note: Mach 30 may include third party copyrighted works in its hardware projects, and these third party works may be licensed under other approved Creative Commons licenses. Mach 30 may also develop works that are derived from third party works, in which case, the license of the originating work will be the license used for the derivative work. These and any other exceptions will always be clearly noted in the project's documentation.

6. All Other Material

All other material developed in support of Mach 30 hardware projects is released to the <u>Public Domain</u>. This includes, but is not limited to patentable inventions and test data.

7. Request for attribution

The selection of licenses associated with Mach 30 projects is intended to ensure that proper attribution is given to Mach 30 for the development of its hardware projects. Mach 30 requests, but recognizes it cannot enforce, similar attribution for the materials it submits to the Public Domain.

8. Statement concerning ITAR/Export restricted material

The nature of the work of Mach 30, and its relationship to spaceflight, means that many of Mach 30's hardware projects will fall under the jurisdiction of <u>ITAR</u> and other export restrictions. As long as this remains true, when material is ITAR/Export restricted, this pledge is limited to sharing material within those restrictions.

Sources:

<u>Apache License 2.0, John Wilbanks' OSHW Summit Presentation, Creative Commons Licenses,</u> <u>TAPR OHL, CSTART Social Contract, Open Design Definition</u>

Questions or Comments are welcome below.

Share this: 0 😴 subamile

(Edit)

COMMENTS (0)

TRACKBACKS(1)

LEAVE A COMMENT

1. Pingback: Shared Challenges and Opportunities in Open Source Spaceflight « Mach 30 (EDIT)

Leave a Reply

oday	Wednesday, July 2	0 🖵
Sunday	, August 14	-
3:00pm	Monthly Board Meeting	
Sunday	, September 11	
3:00pm	Monthly Board Meeting	
Showing <u>Look for</u>	events until 9/30. <u>more</u>	E
	n in time zone:	-

Guest Maureen Ca	Log in Log in		
E			
Notify me of follow-up comments via	email.	Post Comment	
Email Subscription	Add us to your reader	Search the Site	Open Hardware
Click to subscribe to this blog and receive notifications of new posts by email. Sign me up!	RSS - Posts RSS - Comments		
			Mach 30 supports the <u>Open</u> Source Hardware Definition v1.0

Blog at WordPress.com. Theme: <u>Mystique</u> by <u>digitalnature</u>.

#### The TAPR Open Hardware License

Version 1.0 (May 25, 2007) Copyright 2007 TAPR – <u>http://www.tapr.org/OHL</u>

#### **PREAMBLE**

Open Hardware is a thing – a physical artifact, either electrical or mechanical – whose design information is available to, and usable by, the public in a way that allows anyone to make, modify, distribute, and use that thing. In this preface, design information is called "documentation" and things created from it are called "products."

The TAPR Open Hardware License ("OHL") agreement provides a legal framework for Open Hardware projects. It may be used for any kind of product, be it a hammer or a computer motherboard, and is TAPR's contribution to the community; anyone may use the OHL for their Open Hardware project. You are free to copy and use this document provided only that you do not change it.

Like the GNU General Public License, the OHL is designed to guarantee your freedom to share and to create. It forbids anyone who receives rights under the OHL to deny any other licensee those same rights to copy, modify, and distribute documentation, and to make, use and distribute products based on that documentation.

Unlike the GPL, the OHL is not primarily a copyright license. While copyright protects documentation from unauthorized copying, modification, and distribution, it has little to do with your right to make, distribute, or use a product based on that documentation. For better or worse, patents play a significant role in those activities. Although it does not prohibit anyone from patenting inventions embodied in an Open Hardware design, and of course cannot prevent a third party from enforcing their patent rights, those who benefit from an OHL design may not bring lawsuits claiming that design infringes their patents or other intellectual property.

The OHL addresses unique issues involved in the creation of tangible, physical things, but does not cover software, firmware, or code loaded into programmable devices. A copyright-oriented license such as the GPL better suits these creations.

How can you use the OHL, or a design based upon it? While the terms and conditions below take precedence over this preamble, here is a summary:

- You may modify the documentation and make products based upon it.
- You may <u>use products</u> for any legal purpose without limitation.
- You may <u>distribute unmodified documentation</u>, but you must include the complete package as you received it.
- You may <u>distribute products you make</u> to third parties, if you either include the documentation on which the product is based, or make it available without charge for at least three years to anyone who requests it.
- You may distribute modified documentation or products based on it, if you:
  - License your modifications under the OHL.
  - Include those modifications, following the requirements stated below.

- Attempt to send the modified documentation by email to any of the developers who have provided their email address. This is a good faith obligation if the email fails, you need do nothing more and may go on with your distribution.
- If you <u>create</u> a design that you want to license under the OHL, you should:
  - Include this document in a file named LICENSE (with the appropriate extension) that is included in the documentation package.
  - If the file format allows, include a notice like "Licensed under the TAPR Open Hardware License (www.tapr.org/OHL)" in each documentation file. While not required, you should also include this notice on printed circuit board artwork and the product itself; if space is limited the notice can be shortened or abbreviated.
  - Include a copyright notice in each file and on printed circuit board artwork.
  - If you wish to be notified of modifications that others may make, include your email address in a file named "CONTRIB.TXT" or something similar.
- Any time the OHL requires you to <u>make documentation available to others</u>, you must include all the materials you received from the upstream licensors. In addition, if you have <u>modified</u> the documentation:
  - You must identify the modifications in a text file (preferably named "CHANGES.TXT") that you include with the documentation. That file must also include a statement like "These modifications are licensed under the TAPR Open Hardware License."
  - You must include any new files you created, including any manufacturing files (such as Gerber files) you create in the course of making products.
  - You must include both "before" and "after" versions of all files you modified.
  - You may include files in proprietary formats, but you must also include open format versions (such as Gerber, ASCII, Postscript, or PDF) if your tools can create them.

#### TERMS AND CONDITIONS

#### **<u>1.</u>** Introduction

1.1 This Agreement governs how you may use, copy, modify, and distribute Documentation, and how you may make, have made, and distribute Products based on that Documentation. As used in this Agreement, to "distribute" Documentation means to directly or indirectly make copies available to a third party, and to "distribute" Products means to directly or indirectly give, loan, sell or otherwise transfer them to a third party.

- 1.2 "Documentation" includes:
  - (a) schematic diagrams;
  - (b) circuit or circuit board layouts, including Gerber and other data files used for manufacture;
  - (c) mechanical drawings, including CAD, CAM, and other data files used for manufacture;
  - (d) flow charts and descriptive text; and
  - (e) other explanatory material.

Documentation may be in any tangible or intangible form of expression, including but not limited to computer files in open or proprietary formats and representations on paper, film, or other media.

- 1.3 "Products" include:
  - (a) circuit boards, mechanical assemblies, and other physical parts and components;
  - (b) assembled or partially assembled units (including components and subassemblies); and
  - (c) parts and components combined into kits intended for assembly by others;

which are based in whole or in part on the Documentation.

1.4 This Agreement applies to any Documentation which contains a notice stating it is subject to the TAPR Open Hardware License, and to all Products based in whole or in part on that Documentation. If Documentation is distributed in an archive (such as a "zip" file) which includes this document, all files in that archive are subject to this Agreement unless they are specifically excluded. Each person who contributes content to the Documentation is referred to in this Agreement as a "Licensor."

1.5 By (a) using, copying, modifying, or distributing the Documentation, or (b) making or having Products made or distributing them, you accept this Agreement, agree to comply with its terms, and become a "Licensee." Any activity inconsistent with this Agreement will automatically terminate your rights under it (including the immunities from suit granted in Section 2), but the rights of others who have received Documentation, or have obtained Products, directly or indirectly from you will not be affected so long as they fully comply with it themselves.

1.6 This Agreement does not apply to software, firmware, or code loaded into programmable devices which may be used in conjunction with Documentation or Products. Such software is subject to the license terms established by its copyright holder(s).

#### 2. Patents

2.1 Each Licensor grants you, every other Licensee, and every possessor or user of Products a perpetual, worldwide, and royalty-free immunity from suit under any patent, patent application, or other intellectual property right which he or she controls, to the extent necessary to make, have made, possess, use, and distribute Products. This immunity does not extend to infringement arising from modifications subsequently made by others.

2.2 If you make or have Products made, or distribute Documentation that you have modified, you grant every Licensor, every other Licensee, and every possessor or user of Products a perpetual, worldwide, and royalty-free immunity from suit under any patent, patent application, or other intellectual property right which you control, to the extent necessary to make, have made, possess, use, and distribute Products. This immunity does not extend to infringement arising from modifications subsequently made by others.

2.3 To avoid doubt, providing Documentation to a third party for the sole purpose of having that party make Products on your behalf is not considered "distribution," and a third party's act of making Products solely on your behalf does not cause that party to grant the immunity described in the preceding paragraph.

2.4 These grants of immunity are a material part of this Agreement, and form a portion of the consideration given by each party to the other. If any court judgment or legal agreement prevents you from granting the immunity required by this Section, your rights under this Agreement will terminate and you may no longer use, copy, modify or distribute the Documentation, or make, have made, or distribute Products.

#### 3. Modifications

You may modify the Documentation, and those modifications will become part of the Documentation. They are subject to this Agreement, as are Products based in whole or in part on them. If you distribute the modified Documentation, or Products based in whole or in part upon it, you must email the modified Documentation in a form compliant with Section 4 to each Licensor who has provided an email address with the Documentation. Attempting to send the email completes your obligations under this Section and you need take no further action if any address fails.

#### 4. Distributing Documentation

4.1 You may distribute unmodified copies of the Documentation in its entirety in any medium, provided that you retain all copyright and other notices (including references to this Agreement) included by each Licensor, and include an unaltered copy of this Agreement.

4.2 You may distribute modified copies of the Documentation if you comply with all the requirements of the preceding paragraph and:

(a) include a prominent notice in an ASCII or other open format file identifying those elements of the Documentation that you changed, and stating that the modifications are licensed under the terms of this Agreement;

(b) include all new documentation files that you create, as well as both the original and modified versions of each file you change (files may be in your development tool's native file format, but if reasonably possible, you must also include open format, such as Gerber, ASCII, Postscript, or PDF, versions);

(c) do not change the terms of this Agreement with respect to subsequent licensees; and

(d) if you make or have Products made, include in the Documentation all elements reasonably required to permit others to make Products, including Gerber, CAD/CAM and other files used for manufacture.

#### 5. Making Products

5.1 You may use the Documentation to make or have Products made, provided that each Product retains any notices included by the Licensor (including, but not limited to, copyright notices on circuit boards).

5.2 You may distribute Products you make or have made, provided that you include with each unit a copy of the Documentation in a form consistent with Section 4. Alternatively, you may include either (i) an offer valid for at least three years to provide that Documentation, at no charge other than the reasonable cost of media and postage, to any person who requests it; or (ii) a URL where that Documentation may be downloaded, available for at least three years after you last distribute the Product.

#### 6. NEW LICENSE VERSIONS

TAPR may publish updated versions of the OHL which retain the same general provisions as the present version, but differ in detail to address new problems or concerns, and carry a distinguishing version number. If the Documentation specifies a version number which applies to it and "any later version", you may choose either that version or any later version published by TAPR. If the Documentation does not specify a version number, you may choose any version ever published by TAPR. TAPR owns the copyright to the OHL, but grants permission to any person to copy, distribute, and use it in unmodified form.

#### 7. WARRANTY AND LIABILITY LIMITATIONS

7.1 THE DOCUMENTATION IS PROVIDED ON AN "AS-IS" BASIS WITHOUT WARRANTY OF ANY KIND, TO THE EXTENT PERMITTED BY APPLICABLE LAW. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, ARE HEREBY EXPRESSLY DISCLAIMED.

7.2 IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW WILL ANY LICENSOR BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE DOCUMENTATION OR PRODUCTS, INCLUDING BUT NOT LIMITED TO CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR LOSS OF DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3 You agree that the foregoing limitations are reasonable due to the non-financial nature of the transaction represented by this Agreement, and acknowledge that were it not for these limitations, the Licensor(s) would not be willing to make the Documentation available to you.

7.4 You agree to defend, indemnify, and hold each Licensor harmless from any claim brought by a third party alleging any defect in the design, manufacture, or operation of any Product which you make, have made, or distribute pursuant to this Agreement.

## **GNU General Public License**

- A Quick Guide to GPLv3
- Why Upgrade to GPLv3
- Frequently Asked Questions about the GNU licenses
- How to use GNU licenses for your own software
- Translations of the GPL
- The GPL in other formats: plain text, Texinfo, LaTeX, standalone HTML, ODF, Docbook
- GPLv3 logos to use with your project
- Old versions of the GNU GPL
- What to do if you see a possible GPL violation

#### GNU GENERAL PUBLIC LICENSE

Version 3, 29 June 2007

Copyright © 2007 Free Software Foundation, Inc. < http://fsf.org/>

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

#### Preamble

The GNU General Public License is a free, copyleft license for software and other kinds of works.

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change all versions of a program--to make sure it remains free software for all its users. We, the Free Software Foundation, use the GNU General Public License for most of our software; it applies also to any other work released this way by its authors. You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for them if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs, and that you know you can do these things.

To protect your rights, we need to prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

Developers that use the GNU GPL protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it.

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as



changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

The precise terms and conditions for copying, distribution and modification follow.

#### **TERMS AND CONDITIONS**

#### **0. Definitions.**

"This License" refers to version 3 of the GNU General Public License.

"Copyright" also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

"The Program" refers to any copyrightable work licensed under this License. Each licensee is addressed as "you". "Licensees" and "recipients" may be individuals or organizations.

To "modify" a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a "modified version" of the earlier work or a work "based on" the earlier work.

A "covered work" means either the unmodified Program or a work based on the Program.

To "propagate" a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To "convey" a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

#### 1. Source Code.

The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.

A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A "Major Component", in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

#### 2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

#### 3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or

similar laws prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

#### 4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

#### 5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

- a) The work must carry prominent notices stating that you modified it, and giving a relevant date.
- b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to "keep intact all notices".
- c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.
- d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an "aggregate" if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

#### 6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
- e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A "User Product" is either (1) a "consumer product", which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, "normally used" refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

"Installation Information" for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

#### 7. Additional Terms.

"Additional permissions" are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission.

Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:

- a) Disclaiming warranty or limiting liability differently from the terms of sections 15 and 16 of this License; or
- b) Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or
- c) Prohibiting misrepresentation of the origin of that material, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or
- d) Limiting the use for publicity purposes of names of licensors or authors of the material; or
- e) Declining to grant rights under trademark law for use of some trade names, trademarks, or service marks; or
- f) Requiring indemnification of licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

All other non-permissive additional terms are considered "further restrictions" within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document,

provided that the further restriction does not survive such relicensing or conveying.

If you add terms to a covered work in accord with this section, you must place, in the relevant source files, a statement of the additional terms that apply to those files, or a notice indicating where to find the applicable terms.

Additional terms, permissive or non-permissive, may be stated in the form of a separately written license, or stated as exceptions; the above requirements apply either way.

#### 8. Termination.

You may not propagate or modify a covered work except as expressly provided under this License. Any attempt otherwise to propagate or modify it is void, and will automatically terminate your rights under this License (including any patent licenses granted under the third paragraph of section 11).

However, if you cease all violation of this License, then your license from a particular copyright holder is reinstated (a) provisionally, unless and until the copyright holder explicitly and finally terminates your license, and (b) permanently, if the copyright holder fails to notify you of the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from a particular copyright holder is reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this License (for any work) from that copyright holder, and you cure the violation prior to 30 days after your receipt of the notice.

Termination of your rights under this section does not terminate the licenses of parties who have received copies or rights from you under this License. If your rights have been terminated and not permanently reinstated, you do not qualify to receive new licenses for the same material under section 10.

#### 9. Acceptance Not Required for Having Copies.

You are not required to accept this License in order to receive or run a copy of the Program. Ancillary propagation of a covered work occurring solely as a consequence of using peer-to-peer transmission to receive a copy likewise does not require acceptance. However, nothing other than this License grants you permission to propagate or modify any covered work. These actions infringe copyright if you do not accept this License. Therefore, by modifying or propagating a covered work, you indicate your acceptance of this License to do so.

#### 10. Automatic Licensing of Downstream Recipients.

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to run, modify and propagate that work, subject to this License. You are not responsible for enforcing compliance by third parties with this License.

An "entity transaction" is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from an entity transaction, each party to that transaction who receives a copy of the work also receives whatever licenses to the work the party's predecessor in interest had or could give under the previous paragraph, plus a right to possession of the Corresponding Source of the work from the predecessor in interest, if the predecessor has it or can get it with reasonable efforts.

You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License. For example, you may not impose a license fee, royalty, or other charge for exercise of rights granted under this License, and you may not initiate litigation (including a cross-claim or counterclaim in a lawsuit) alleging that any patent claim is infringed by making, using, selling, offering for sale, or importing the Program or any portion of it.

#### 11. Patents.

A "contributor" is a copyright holder who authorizes use under this License of the Program or a work on which the Program is based. The work thus licensed is called the contributor's "contributor version".

A contributor's "essential patent claims" are all patent claims owned or controlled by the contributor, whether already acquired or hereafter acquired, that would be infringed by some manner, permitted by this License, of making, using, or selling its contributor version, but do not include claims that would be infringed only as a consequence of further modification of the contributor version. For purposes of this definition, "control" includes the right to grant patent sublicenses in a manner consistent with the requirements of this License.

Each contributor grants you a non-exclusive, worldwide, royalty-free patent license under the contributor's essential patent claims, to make, use, sell, offer for sale, import and otherwise run, modify and propagate the contents of its contributor version.

In the following three paragraphs, a "patent license" is any express agreement or commitment, however denominated, not to enforce a patent (such as an express permission to practice a patent or covenant not to sue for patent infringement). To "grant" such a patent license to a party means to make such an agreement or commitment not to enforce a patent against the party.

If you convey a covered work, knowingly relying on a patent license, and the Corresponding Source of the work is not available for anyone to copy, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means, then you must either (1) cause the Corresponding Source to be so available, or (2) arrange to deprive yourself of the benefit of the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this License, to extend the patent license to downstream recipients. "Knowingly relying" means you have actual knowledge that, but for the patent license, your conveying the covered work in a country, or your recipient's use of the covered work in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.

If, pursuant to or in connection with a single transaction or arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license to some of the parties receiving the covered work authorizing them to use, propagate, modify or convey a specific copy of the covered work, then the patent license you grant is automatically extended to all recipients of the covered work and works based on it.

A patent license is "discriminatory" if it does not include within the scope of its coverage, prohibits the exercise of, or is conditioned on the non-exercise of one or more of the rights that are specifically granted under this License. You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing software, under which you make payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would receive the covered work from you, a discriminatory patent license (a) in connection with copies of the covered work conveyed by you (or copies made from those copies). or (b) primarily for and in connection with specific products or compilations that

contain the covered work, unless you entered into that arrangement, or that patent license was granted, prior to 28 March 2007.

Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.

#### 12. No Surrender of Others' Freedom.

If conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot convey a covered work so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not convey it at all. For example, if you agree to terms that obligate you to collect a royalty for further conveying from those to whom you convey the Program, the only way you could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

#### 13. Use with the GNU Affero General Public License.

Notwithstanding any other provision of this License, you have permission to link or combine any covered work with a work licensed under version 3 of the GNU Affero General Public License into a single combined work, and to convey the resulting work. The terms of this License will continue to apply to the part which is the covered work, but the special requirements of the GNU Affero General Public License, section 13, concerning interaction through a network will apply to the combination as such.

#### 14. Revised Versions of this License.

The Free Software Foundation may publish revised and/or new versions of the GNU General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Program specifies that a certain numbered version of the GNU General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that numbered version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of the GNU General Public License, you may choose any version ever published by the Free Software Foundation.

If the Program specifies that a proxy can decide which future versions of the GNU General Public License can be used, that proxy's public statement of acceptance of a version permanently authorizes you to choose that version for the Program.

Later license versions may give you additional or different permissions. However, no additional obligations are imposed on any author or copyright holder as a result of your choosing to follow a later version.

#### 15. Disclaimer of Warranty.

THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

#### 16. Limitation of Liability.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee.

END OF TERMS AND CONDITIONS

#### How to Apply These Terms to Your New Programs

If you develop a new program, and you want it to be of the greatest possible use to the public, the best way to achieve this is to make it free software which everyone can redistribute and change under these terms.

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively state the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

<one line to give the program's name and a brief idea of what it does.>
Copyright (C) <year> <name of author>
This program is free software: you can redistribute it and/or modify
it under the terms of the GNU General Public License as published by
the Free Software Foundation, either version 3 of the License, or
(at your option) any later version.
This program is distributed in the hope that it will be useful,
but WITHOUT ANY WARRANTY; without even the implied warranty of
MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the
GNU General Public License for more details.
You should have received a copy of the GNU General Public License
along with this program. If not, see <http://www.gnu.org/licenses/>.

Also add information on how to contact you by electronic and paper mail.

If the program does terminal interaction, make it output a short notice like this when it starts in an interactive mode:

```
<program> Copyright (C) <year> <name of author>
This program comes with ABSOLUTELY NO WARRANTY; for details type `show w'.
This is free software, and you are welcome to redistribute it
under certain conditions; type `show c' for details.
```

The hypothetical commands `show w' and `show c' should show the appropriate parts of the General Public License. Of course, your program's commands might be different; for a GUI interface, you would use an "about box".

You should also get your employer (if you work as a programmer) or school, if any, to sign a "copyright disclaimer" for the program, if necessary. For more information on this, and how to apply and follow the GNU GPL, see <a href="http://www.gnu.org/licenses/">http://www.gnu.org/licenses/</a>>.

The GNU General Public License does not permit incorporating your program into proprietary programs. If your program is a subroutine library, you may consider it more useful to permit linking proprietary applications with the library. If this is what you want to do, use the GNU Lesser General Public License instead of this License. But first, please read <a href="http://www.gnu.org/philosophy/why-not-lgpl.html">http://www.gnu.org/philosophy/why-not-lgpl.html</a>.

Creative Commons



#### **Creative Commons License Deed**

#### Attribution 3.0 Unported (CC BY 3.0)

This is a human-readable summary of the Legal Code (the full license). Disclaimer

#### You are free:

to Share — to copy, distribute and transmit the work

to Remix — to adapt the work

to make commercial use of the work



#### Under the following conditions:

Attribution — You must attribute the work in the manner specified by the author or licensor (but not in any way that suggests that they endorse you or your use of the work).

#### With the understanding that:

Waiver — Any of the above conditions can be waived if you get permission from the copyright holder.

**Public Domain** — Where the work or any of its elements is in the public domain under applicable law, that status is in no way affected by the license.

Other Rights — In no way are any of the following rights affected by the license:

- Your fair dealing or fair use rights, or other applicable copyright exceptions and limitations;
- ♦ The author's moral rights;
- Rights other persons may have either in the work itself or in how the work is used, such as publicity or privacy rights.
- Notice For any reuse or distribution, you must make clear to others the license terms of this work. The best way to do this is with a link to this web page.

Attribution 3.0 Unported



ST.

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

#### License

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE ("CCPL" OR "LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT, THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

#### 1. Definitions

- a. "Adaptation" means a work based upon the Work, or upon the Work and other pre-existing works, such as a translation, adaptation, derivative work, arrangement of music or other alterations of a literary or artistic work, or phonogram or performance and includes cinematographic adaptations or any other form in which the Work may be recast, transformed, or adapted including in any form recognizably derived from the original, except that a work that constitutes a Collection will not be considered an Adaptation for the purpose of this License. For the avoidance of doubt, where the Work is a musical work, performance or phonogram, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered an Adaptation for the purpose of this License.
- b. "Collection" means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(f) below, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, in which the Work is included in its entirety in unmodified form along with one or more other contributions, each constituting separate and independent works in themselves, which together are assembled into a collective whole. A work that constitutes a Collection will not be considered an Adaptation (as defined above) for the purposes of this License.
- c. "Distribute" means to make available to the public the original and copies of the Work or Adaptation, as appropriate, through sale or other transfer of ownership.
- d. "Licensor" means the individual, individuals, entity or entities that offer(s) the Work under the terms of this License.
- e. **"Original Author"** means, in the case of a literary or artistic work, the individual, individuals, entity or entities who created the Work or if no individual or entity can be identified, the publisher; and in addition (i) in the case of a performance the actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret or otherwise perform literary or artistic works or expressions of folklore; (ii) in the case of a performance or other sounds; and, (iii) in the case of broadcasts, the organization that transmits the broadcast.
- f. "Work" means the literary and/or artistic work offered under the terms of this License including without limitation any production in the literary, scientific and artistic domain, whatever may be the

mode or form of its expression including digital form, such as a book, pamphlet and other writing; a lecture, address, sermon or other work of the same nature; a dramatic or dramatico-musical work; a choreographic work or entertainment in dumb show; a musical composition with or without words; a cinematographic work to which are assimilated works expressed by a process analogous to cinematography; a work of drawing, painting, architecture, sculpture, engraving or lithography; a photographic work to which are assimilated works expressed by a process analogous to photography; a work of applied art; an illustration, map, plan, sketch or three-dimensional work relative to geography, topography, architecture or science; a performance; a broadcast; a phonogram; a compilation of data to the extent it is protected as a copyrightable work; or a work performed by a variety or circus performer to the extent it is not otherwise considered a literary or artistic work.

- g. "You" means an individual or entity exercising rights under this License who has not previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.
- h. "Publicly Perform" means to perform public recitations of the Work and to communicate to the public those public recitations, by any means or process, including by wire or wireless means or public digital performances; to make available to the public Works in such a way that members of the public may access these Works from a place and at a place individually chosen by them; to perform the Work to the public by any means or process and the communication to the public of the performances of the Work, including by public digital performance; to broadcast and rebroadcast the Work by any means including signs, sounds or images.
- i. "**Reproduce**" means to make copies of the Work by any means including without limitation by sound or visual recordings and the right of fixation and reproducing fixations of the Work, including storage of a protected performance or phonogram in digital form or other electronic medium.

**2. Fair Dealing Rights.** Nothing in this License is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the copyright protection under copyright law or other applicable laws.

**3. License Grant.** Subject to the terms and conditions of this License, Licensor hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:

- a. to Reproduce the Work, to incorporate the Work into one or more Collections, and to Reproduce the Work as incorporated in the Collections;
- b. to create and Reproduce Adaptations provided that any such Adaptation, including any translation in any medium, takes reasonable steps to clearly label, demarcate or otherwise identify that changes were made to the original Work. For example, a translation could be marked "The original work was translated from English to Spanish," or a modification could indicate "The original work has been modified.";
- c. to Distribute and Publicly Perform the Work including as incorporated in Collections; and,
- d. to Distribute and Publicly Perform Adaptations.
- e. For the avoidance of doubt:
  - i. **Non-waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;
  - ii. **Waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor waives the exclusive right to collect such royalties for any exercise by You of the rights granted under this License; and,
  - iii. **Voluntary License Schemes**. The Licensor waives the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by You of the rights granted under this License.

The above rights may be exercised in all media and formats whether now known or hereafter devised. The

above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. Subject to Section 8(f), all rights not expressly granted by Licensor are hereby reserved.

**4. Restrictions.** The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:

- a. You may Distribute or Publicly Perform the Work only under the terms of this License. You must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Work You Distribute or Publicly Perform. You may not offer or impose any terms on the Work that restrict the terms of this License or the ability of the recipient of the Work to exercise the rights granted to that recipient under the terms of the License. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You to exercise the rights granted to that recipient under the terms of the License. This Section 4(a) applies to the Work as incorporated in a Collection, but this does not require the Collection apart from the Work itself to be made subject to the terms of this License. If You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 4(b), as requested. If You create an Adaptation, upon notice from any Licensor You must, to the extent practicable, remove from the Adaptation any credit as required by Section 4(b), as requested.
- b. If You Distribute, or Publicly Perform the Work or any Adaptations or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original Author and/or Licensor designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for attribution ("Attribution Parties") in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; (ii) the title of the Work if supplied; (iii) to the extent reasonably practicable, the URI, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and (iv), consistent with Section 3(b), in the case of an Adaptation, a credit identifying the use of the Work in the Adaptation (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). The credit required by this Section 4 (b) may be implemented in any reasonable manner; provided, however, that in the case of a Adaptation or Collection, at a minimum such credit will appear, if a credit for all contributing authors of the Adaptation or Collection appears, then as part of these credits and in a manner at least as prominent as the credits for the other contributing authors. For the avoidance of doubt, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.
- c. Except as otherwise agreed in writing by the Licensor or as may be otherwise permitted by applicable law, if You Reproduce, Distribute or Publicly Perform the Work either by itself or as part of any Adaptations or Collections, You must not distort, mutilate, modify or take other derogatory action in relation to the Work which would be prejudicial to the Original Author's honor or reputation. Licensor agrees that in those jurisdictions (e.g. Japan), in which any exercise of the right granted in Section 3(b) of this License (the right to make Adaptations) would be deemed to be a distortion, mutilation, modification or other derogatory action prejudicial to the Original Author's honor and reputation, the Licensor will waive or not assert, as appropriate, this Section, to the fullest extent permitted by the applicable national law, to enable You to reasonably exercise Your right under Section 3(b) of this License (right to make Adaptations) but not otherwise.

#### 5. Representations, Warranties and Disclaimer

UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING, LICENSOR OFFERS THE WORK AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.

**6. Limitation on Liability.** EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 7. Termination

- a. This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Adaptations or Collections from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License.
- b. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

#### 8. Miscellaneous

- a. Each time You Distribute or Publicly Perform the Work or a Collection, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.
- b. Each time You Distribute or Publicly Perform an Adaptation, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.
- c. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.
- d. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
- e. This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.
- f. The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License, such additional rights are deemed to be included in the License; this License is not intended to restrict the license of any rights under applicable law.

#### **Creative Commons Notice**

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, Creative Commons does not authorize the use by either party of the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time. For the avoidance of doubt, this trademark restriction does not form part of this License.

Creative Commons may be contacted at http://creativecommons.org/.



#### Home The Open Source Definition

#### Introduction

Open source doesn't just mean access to the source code. The distribution terms of open-source software must comply with the following criteria:

#### 1. Free Redistribution

The license shall not restrict any party from selling or giving away the software as a component of an aggregate software distribution containing programs from several different sources. The license shall not require a royalty or other fee for such sale.

#### 2. Source Code

The program must include source code, and must allow distribution in source code as well as compiled form. Where some form of a product is not distributed with source code, there must be a well-publicized means of obtaining the source code for no more than a reasonable reproduction cost preferably, downloading via the Internet without charge. The source code must be the preferred form in which a programmer would modify the program. Deliberately obfuscated source code is not allowed. Intermediate forms such as the output of a preprocessor or translator are not allowed.

#### 3. Derived Works

The license must allow modifications and derived works, and must allow them to be distributed under the same terms as the license of the original software.

#### 4. Integrity of The Author's Source Code

The license may restrict source-code from being distributed in modified form *only* if the license allows the distribution of "patch files" with the source code for the purpose of modifying the program at build time. The license must explicitly permit distribution of software built from modified source code. The license may require derived works to carry a different name or version number from the original software.

#### 5. No Discrimination Against Persons or Groups

The license must not discriminate against any person or group of persons.

#### 6. No Discrimination Against Fields of Endeavor

The license must not restrict anyone from making use of the program in a specific field of endeavor. For example, it may not restrict the program from being used in a business, or from being used for genetic research.

#### 7. Distribution of License

The rights attached to the program must apply to all to whom the program is redistributed without the need for execution of an additional license by those parties.

#### 8. License Must Not Be Specific to a Product

The rights attached to the program must not depend on the program's being part of a particular software distribution. If the program is extracted from that distribution and used or distributed within the terms of the program's license, all parties to whom the program is redistributed should have the same rights as those that are

granted in conjunction with the original software distribution.

#### 9. License Must Not Restrict Other Software

The license must not place restrictions on other software that is distributed along with the licensed software. For example, the license must not insist that all other programs distributed on the same medium must be open-source software.

#### 10. License Must Be Technology-Neutral

No provision of the license may be predicated on any individual technology or style of interface.



Opensource.org site content is licensed under a Creative Commons Attribution 2.5 License. | Terms of Service