

# Érudit Open Source License Agreement

This agreement is an open source license which sets out the terms and conditions relating to the use, reproduction, modification and distribution of the Software (as defined herein) within the scope of an open source distribution model.

## 1. Definitions

For the purposes hereof, the words and expressions used herein shall have the meaning indicated, unless otherwise specified:

- a. “**Agreement**” means this license agreement as well as any schedule hereto;
- b. “**Contributor**” means a Licensee who is the author of at least one Derivative Work;
- c. “**Derivative Works**” means any and all modifications, corrections, translations, adaptations, development and/or new functionalities integrated in the Software. from time to time by any Contributor, and “Derivative Work” refers to any such modification, correction, translation, adaptation, development and/or new functionality.
- d. “**Érudit**” means Le Consortium Érudit, s.e.n.c., a general partnership constituted pursuant to the *Civil Code of Quebec*;
- e. “**License**” has the meaning set forth in paragraph 2.a below;
- f. “**Licensee**” means an individual, a company or a legal entity having executed, concluded or otherwise consented to this Agreement and exercising the rights granted herein;
- g. “**Licensor**” means Érudit or a Licensee;
- h. “**Modified Software**” means the Software as modified from time to time by at least one Derivative Work;
- i. “**Object Code**” means the binary code produced by a compiler from the Source Code that is ready for execution on a particular computer;
- j. “**Software**” means any program, module, procedure, documentation or code related to the Érudit platform enabling the production, the exchange and the sharing of publications (books, journals or others) in a common digital format, as well as any other program, module, procedure, documentation or code set out in Schedule “A” hereto (the current version of this Agreement and Schedule “A” hereto is available at the following address: <http://www.erudit.org/licences>), either

in their Object Code and/or Source Code form and, as the case may be, their documentation as existing on the date of acceptance of this Agreement by the Licensee and as modified from time to time;

- k. “**Source Code**” means all program instructions or statements of any module of the Software whose access is required to modify the Software, as modified from time to time.

## 2. License

- a. Subject to the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee, hereby accepting, a non-exclusive, transferable, worldwide and perpetual (subject to paragraphs 7 and 12 below) license (the “**License**”) to use, reproduce (permanently or temporarily), develop, modify, translate, adapt, distribute, maintain and support the Software.
- b. Without limiting the foregoing, the Licensee shall have the following rights:
  - i. subject to paragraph 3 below, the right to create Derivative Works with respect to the Software, and the right to use, reproduce and distribute the resulting Modified Software; and
  - ii. subject to paragraph 4 below, the right to distribute or license the Software.

The License is provided by the Licensor free of charge and no royalties or license fees (or costs) are payable to the Licensor pursuant to this Agreement.

- 3. Derivative Works. The Licensee is hereby authorized to create Derivative Works with respect to the Software, subject to the Licensee’s obligation to mention explicitly the Licensee’s name as the author of such Derivative Works and the date of the creation thereof to each sub-licensee in case of distribution of such Derivative Works. The right granted to the Licensee to create Derivative Works includes the right to develop, improve, adapt, translate or otherwise modify the Software as well as the right to reproduce and distribute the Modified Software resulting thereof. The intellectual property rights which may result or stem from such Derivative Works shall be the Contributor’s property. As the case may be, any representation and warranty offered by any Contributor in favor of any Licensee with respect to any Derivative Work or the combination, the integration or the addition of any Derivative Work to the Software shall be the exclusive responsibility of such Contributor.
- 4. License to Distribute or Otherwise License the Software. The right to distribute or otherwise license the Software includes, *inter alia*, the right to make the Software available to the public on any medium and the right to market, for profit or not, one or many copies of the Software by any means. The Licensee is authorized to distribute or license copies of the Software, modified or not, to third parties upon the following terms and conditions:

- a. *Distribution of the Software (without modifications)*. The Licensee shall be authorized to distribute or license unaltered copies of the Software, either in Source Code or Object Code form, provided that such distribution or license (i) respect any and all the provisions hereof, (ii) be accompanied with (y) a copy of this Agreement; and (z) a notice relating to the Licensor's warranty disclaimer and limitation of liability set forth in paragraph 6 below, (iii) that, in the case where only the Object Code of the Software is distributed or licensed, the Licensee shall allow future Licensees to have access to the complete Source Code of the Software by indicating the terms of access, it being understood that any additional costs to acquire the Source Code shall not exceed the data transfer costs, and (iv) shall not be effected or consented for a profit or otherwise for commercial purposes;
  - b. *Distribution of the Modified Software*. Upon a Contributor creating a Derivative Work to the Software, the Contributor is authorized to distribute or license the resulting Modified Software either in its Source Code or Object Code form, provided that such distribution or license (i) respect any and all the provisions hereof, (ii) be accompanied with (x) a copy of this Agreement; (y) a notice relating to the Licensor's warranty disclaimer and limitation of liability set forth in paragraph 6 below; and (z) a notice stating that (1) the Derivative Works are the creation of the Contributor, and (2) Érudit makes no representations and warranties and is released from any liability of any nature with respect to such Derivative Works including, but not limited to, the incorporation, the integration or the addition of the Derivative Works to the Software; and (iii) that, in the case where only the Object Code of the Software is distributed or licensed, the Licensee shall allow future Licensees to have access to the complete Source Code of the Software by indicating the terms of access, it being understood that any additional costs to acquire the Source Code shall not exceed the data transfer costs and that should material costs be assumed by the Contributor with respect to such transfer, the Contributor reserves the right to require the Licensee to assume such costs.
5. Acceptance. Upon the occurrence of any of the following event, the Licensee shall be deemed to have accepted to the terms hereof:
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  - b. The first exercise by the Licensee of any of the rights granted to it pursuant to this Agreement.
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- b. concerning the merchantability of the Software, its fitness for any purpose, its innovativeness, or its security ;
- c. that the Software is free from error, that it will perform without interruption, that it will be compatible with the Licensee's equipment, software or operating system configuration, or that it will meet the Licensee's needs;
- d. concerning the performance, the usefulness, the quality or the operation of the Software or the results stemming from its intended or other use. The Licensee is solely responsible to determine and assure, by any means, the appropriateness of the Software for its needs, its adequate performance and to assure that it will not cause any damages to any persons or property.

The Licensor or the Contributor shall not assume any liability of any nature (including any obligation to defend, hold harmless or indemnify) in connection with the Software, its use (or the impossibility of use), its performance, its distribution, or for any financial or commercial prejudice, whether direct, indirect, special, incidental or consequential (for example, loss, loss of data, loss of profits, exploitation loss or loss of revenues, loss of clients or orders, loss of goodwill; or, computer, operating system or software program failure or malfunction, work stoppage, or any other commercial damage or loss) which may result from the installation or the use of the Software or any other damage or loss of any nature even if the Licensor or the Contributor has been advised of the possibility of such damage or loss.

7. Lawsuits. The Licensee agrees to advise Érudit as soon as possible of any claim, lawsuit or action alleging that the Software, its use, reproduction, development or distribution infringes the intellectual property rights of a third party. In such event, Érudit shall have the right, at its option and costs, (a) undertake and conduct the defense of any such claim, lawsuit or action, (b) negotiate any settlement that Érudit may deem satisfactory, or (c) terminate this License if such claim, lawsuit or action is not settled within a reasonable timeframe following its introduction. Notwithstanding the foregoing, it is agreed that Érudit hereby disclaims any covenant or obligation to

defend any such claim, lawsuit or action, or to indemnify any person, company or legal entity in connection with such claim, lawsuit or action.

8. Mandatory Mentions. The Licensee expressly undertakes:
- a. not to delete or modify in any manner any mentions affixed or included in the Software, including the following mentions:
    - i. *“THIS PRODUCT INCLUDES ONE OR MANY STATEMENTS, INSTRUCTIONS, MODULES OR SOFTWARES LICENSED BY LE CONSORTIUM ÉRUDIT, S.E.N.C. (<http://www.erudit.org>) (hereinafter, the “ÉRUDIT SOFTWARES”);*
    - ii. *“THE ÉRUDIT SOFTWARES ARE LICENSED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ÉRUDIT LICENSE AGREEMENT WHOSE CURRENT VERSION MAY BE FOUND AT THE FOLLOWING ADDRESS: <http://www.erudit.org/licences> (hereinafter, the “ÉRUDIT AGREEMENT”). YOU ARE HEREBY ENJOINED TO REVIEW THE PROVISIONS OF THE ÉRUDIT AGREEMENT TO TAKE COGNIZANCE OF ANY AND ALL OF THE CONDITIONS AND RESTRICTIONS RELATING TO THE USE, DEVELOPMENT AND DISTRIBUTION OF THE ÉRUDIT SOFTWARES AND OF ANY PRODUCT DISTRIBUTED PURSUANT TO THE ÉRUDIT AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING:*
      - (1) *“YOU MAY NOT USE THIS PRODUCT AND THE ÉRUDIT SOFTWARES, EXCEPT IN CONFORMITY WITH THE PROVISIONS OF THE ÉRUDIT AGREEMENT;*
      - (2) *“THE ÉRUDIT SOFTWARES AND ANY PRODUCT DISTRIBUTED PURSUANT TO THE ÉRUDIT AGREEMENT ARE PROVIDED TO YOU ON AN “AS IS” BASIS WITHOUT ANY WARRANTY OF ANY NATURE, EITHER EXPRESS OR IMPLIED.”.*
  - b. to reproduce any and all of said mentions on any of the Software copies.
9. Intellectual Property. The Licensee agrees not to contest the validity or the ownership of the Licensor’s intellectual property rights with respect to the Software.
10. Name and Marks. Except as provided under paragraph 8 above or with Érudit’s prior written consent, the Licensee agrees not to use the names *Érudit*, *Le Consortium Érudit*, *s.e.n.c.* or any other names or marks used by Érudit from time to time during the term of this Agreement.
11. Maintenance and Support. The Licensor hereby disclaims any obligation or covenant regarding the development, modification, adaptation (or other change), maintenance,

support, technical assistance or any other service of any nature relating to the Software.

12. Termination. This Agreement shall terminate (a) on the date which is 30 days after the date of receipt by the Licensee of a notice of default, unless such default is cured within said 30-day period, or (b) upon notice to the Licensee in the case set forth in paragraph 6(c) above. In the event of termination of this Agreement, the Licensee shall no longer be authorized to use, modify or distribute the Software. However, except in the case set forth in paragraph 6(c) above, all licenses that the Licensee has granted prior to the termination of this Agreement shall remain valid, provided that such licenses have been consented in accordance with this Agreement.
13. Versions of the Agreement. Any person is authorized to copy and distribute the current version of this Agreement (the current version of this Agreement is available at the following address: <http://www.erudit.org/licences>). The provisions of this Agreement may only be modified by Érudit, which shall have the right to publish and release updates or new versions of this Agreement, each such update or new version shall be identified by a distinct number. It is agreed that the version of this Agreement in effect at the time of the granting of a new License by a Licensor shall govern such new License.
14. General Provisions.
  - a. Schedule “A” hereto shall form an integral part of this Agreement as recited in full.
  - b. In the event of the liquidation, dissolution or other form of termination of the existence of Érudit, Érudit’s rights and obligations hereunder shall be automatically transferred in favour of any and/or all of the partners in the Érudit’s partnership or any other person, partnership, company or legal entity designated by such partner(s) who shall have all rights and authorizations to exercise such rights and to assume such obligations.
  - c. The failure of any party at any time to take action against the other party in the event of the violation of any provisions hereof shall not affect either party's right to require full performance of this Agreement at any time thereafter, and the waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach thereof.
  - d. The parties agree to execute and deliver such further or other documents and assurances and do such other acts as may be required or useful to effectively give effect to the provisions of this Agreement.
  - e. This Agreement merges, supersedes and cancels all prior discussions, representations or agreements, whether oral or in writing, between the parties with respect to the scope of this Agreement.
  - f. This Agreement shall be governed and construed in accordance with the laws in

force in the Province of Québec, Canada. The parties hereby attorn to the exclusive jurisdiction of the Courts of Québec, Canada, District of Montréal, with respect to any claim or dispute relating to this Agreement.

- g. This Agreement has been drafted in the French and English Languages. In case of any discrepancy or inconsistency between the French and English versions, the French version shall prevail.

## SCHEDULE "A" – List of Programs, Modules, Procedures, Documentation or Codes of the Érudit Platform Subject to the Érudit License Agreement

Title	Module (M) or Procedure (P)	Description
DTD Érudit Article	M	Data model allowing a fine semantic structuring of the different elements of information contained in a scholarly journal's article (DTD XML, eruditarticle.dtd)
Schéma Érudit Article	M	Data model allowing a fine semantic structuring of the different elements of information contained in a scholarly journal's article (Schemas XML, eruditarticle.xsd, eruditid.xsd, eruditlang.xsd, eruditmarc.xsd, eruditmime.xsd, eruditxlink.xsd)
Table de correspondance des caractères	M	Correspondence table between the character (the glyph) and the Unicode hexadecimal character entity, the description of the character, the Unicode category, the ANSI decimal code and Unicode decimal code.
Schéma Érudit Corpus	M	Data model, the principal objective of which is to offer a search and retrieve service regarding university and academic documents of various sources and origins, using any of the research tools of the dissemination platforms of a network. (Schema XML, EruditCorpus.xsd)

A **module** is a program unit or a data model to be used in connection with other components of the Érudit platform. Each module is accompanied by its technical documentation.

A **procedure** describes the chronological sequence of the various steps to be performed in the operation of an Érudit platform processing. The procedures are described in documentation proper to each of the operations.