Preamble

This is an open source hardware license that includes provisions for donations to literacy and science education charities when used with products that are sold for a profit.

The spirit of this license is the belief that a large portion of the social and economic issues that are present in portions of both the developed and undeveloped world are a direct response to poor literacy and poor education, and that helping to educate folks will enable them to make informed choices that effect positive social change. What's more, in many areas of the world even modest amounts of charitable contributions to science and literacy charities have substantial and recurring benefits. In the same way that a passionate teacher can help educate tens of children per year, building a library for those teachers can help educate hundreds of children per year.

This license is derived from the Creative Commons Unported Share-Alike By-Attribution (SA-BY) License Version 3.0, specifically for application to Open Source Hardware projects, with specific provisions for charitable donations. You are free to share or remix the work under several conditions, including that the work is properly attributed, and that any modifications to the work are distributed under the same license. You may also make commercial use of the work, provided that in the case where the work is sold for more than the manufacturing cost, 10% of the profit must be donated to a basic science or literacy charity of your choice. Depending on your local tax laws, this donation may be tax deductible at the federal and/or provincial/state level. For the encouragement of Open Source Hardware contributors, as well as for verification purposes, information on specific charities and donation amounts must also be provided quarterly to the contributors when used commercially.

License

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS OPEN HARDWARE BETTER WORLD PUBLIC LICENSE ("OHBWPL" 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, or any other form in which the Work may be recast, transformed, or adapted including in any form recognizably derived from the original.

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 below) for the purposes of this License.

c. "Open Hardware Better World Compatible License" means a license that is listed at http://ohbw.org/compatiblelicenses that has been approved by Open Hardware Better World as being essentially equivalent to this License, including, at a minimum, because that license: (i) contains terms that have the same purpose, meaning and effect as the License Elements of this License; and, (ii) explicitly permits the relicensing of adaptations of works made available under that license under this License or an Open Hardware Better World jurisdiction license with the same License Elements as this License.

d. "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.

e. "License Elements" means the following high-level license attributes as selected by Licensor and indicated in the title of this License: Attribution, ShareAlike.

f. "Licensor" means the individual, individuals, entity or entities that offer(s) the Work under the terms of this License.

g. "Original Author" means the individual, individuals, entity or entities who created the Work, or if no individual or entity can be identified, the publisher.

h. "Work" means the literary and/or scientific and/or engineering and/or artistic work offered under the terms of this License including without limitation any production in the literary, scientific, engineering, 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 schematic, electronic circuit, circuit board layout, or bill of materials; a work of drafting, or physical or mechanical or industrial design; flow charts, process descriptions, or descriptive text; 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, science, or engineering; 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.

i. "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.

j. "Manufacture" means to produce physical artifacts, devices, or processes, in whole or in part or in kit form, of or based upon the Work, by any means or process.

k. "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.

l. “Recognized Science Literacy Charity” means a registered and recognized charity or charitable organization, local or domestic or international, whose primary purpose is to promote or further either science education, engineering education, or basic literacy. The charity or charitable organization must offer all services irrespective of a recipient’s race, gender, ethnicity, sexual orientation, faith, or religious affiliation (or lack thereof). The charity or charitable organization must have a charitable commitment (the percentage of total expenses spent in direct furtherance of the charitable mission, instead of administrative or other costs) of greater than 75%, and a fundraising efficiency (the net gain from contributions after all fundraising expenses are subtracted) of at least 75%.

m. “Manufacturing Cost” means the cost of parts and the physical assembly process (such as circuit board assembly) of the Work during Manufacturing by a manufacturing and assembly organization external to and at an arms length from You. If the manufacturing and assembly process is completed by You, then the manufacturing cost shall be determined as the lesser of either (i) the average of three quotes for comparable services by external assembly organizations at an arms length from You, or (ii) Your actual parts and assembly costs. The Manufacturing Cost does not include costs incurred from sales or promotion, engineering, management, administrative, legal, customer support, or other costs associated with manufacture.

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 (except as outlined in Section 4e), non-exclusive, perpetual (for the duration of the applicable copyright and patent rights) 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, 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 and prominently label, demarcate or otherwise identify and detail that changes were made to the original Work. For example, a modification could indicate "The original work has been modified in the following manner...";

c. to Distribute and Manufacture the Work including as incorporated in Collections; and,

d. to Distribute and Manufacture Adaptations.

e. You are hereby granted a license to any patents or registered designs held by the Licensor necessary to exercise the rights of this license.

f. 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 Manufacture 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 Manufacture, and Manufactured Works must also include a Distribution of the Work. 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 Manufacture. When You Distribute or Manufacture 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(c), 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(c), as requested.

b. You may Distribute or Manufacture an Adaptation only under the terms of: (i) this License; (ii) a later version of this License with the same License Elements as this License; If you license the Adaptation under the terms of any of the licenses mentioned in (i) or (ii) (the "Applicable License"), you must comply with the terms of the Applicable License generally and the following provisions: (I) You must include a copy of, or the URI for, the Applicable License with every copy of each Adaptation You Distribute or Manufacture; (II) You may not offer or impose any terms on the Adaptation that restrict the terms of the Applicable License or the ability of the recipient of the Adaptation to exercise the rights granted to that recipient under the terms of the Applicable License; (III) You must keep intact all notices that refer to the Applicable License and to the disclaimer of warranties with every copy of the Work as included in the Adaptation You Distribute or Manufacture; (IV) when You Distribute or Manufacture the Adaptation, You may not impose any effective technological measures on the Adaptation that restrict the ability of a recipient of the Adaptation from You to exercise the rights granted to that recipient under the terms of the Applicable License. This Section 4(b) applies to the Adaptation as incorporated in a Collection, but this does not require the Collection apart from the Adaptation itself to be made subject to the terms of the Applicable License.

c. If You Distribute, or Manufacture 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., "Novel industrial design of the Work by Original Author," or 
"Changed microprocessor used in original Work by Original Author"). The credit required 
by this Section 4(c) 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.

d. Except as otherwise agreed in writing by the Licensor or as may be otherwise permitted 
by applicable law, if You Reproduce, Distribute or Manufacture 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.

e. If You offer for sale or otherwise take compensation in the form of currency or otherwise 
in exchange for Distributing or Manufacturing or Reproducing the Work or any 
Adaptations or Collections, then You must donate 10% of the difference between the sale 
cost and the Manufacturing Cost of each unit to a Recognized Science Literacy Charity 
within 90 days of sale. At Your option, You may also choose to split this donation to 
7.5% to a Recognized Science Literacy Charity, and 2.5% to the Electronic Frontier 
Foundation (EFF) and/or the Open Source Hardware Association (OSHWA). Reasonable 
effort must be made by You to communicate the amount and destination of these 
donations in writing to the Licensor within 14 days of donation. You hereby authorize the 
Licensor and their appointed representatives to make use of this information for 
verification purposes, and that any information supplied to the Licensors or their 
representatives may be disclosed and used publically for statistical or promotional 
purposes. The preferred method of communication with the Licensor for reporting this 
information may be supplied with the Work in a file called CONTACTS.TXT.

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, MERCHANTABILITY, 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, EXEMPLARY, OR OTHER DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.


a. You are granted immunity by the Licensor from suit under any patent, patent application, or other intellectual property right under the control of the Licensor for use in Distributing, Manufacturing, or using the Work. Should You breach the terms of this license or the License otherwise terminate, this protection shall survive for Works Distributed and/or Manufactured and sold prior to the date of the breach. Existing unsold Works that have been Manufactured do not have this protection.

b. For the avoidance of doubt, You grant the Licensors of all Adaptations authored or Distributed or Manufactured by You, in whole or in part, the immunities of Section 7a.

8. Termination

c. This License and the rights granted hereunder will terminate automatically and without involvement of a court upon any breach by You of the terms of this License or should You initiate legal action against the Licensor in relation to 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, 4e, 5, 6, 7, 8, and 9 will survive any termination of this License.

d. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright and/or patent and/or other intellectual property protection 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.

9. Miscellaneous

a. Each time You Distribute or Manufacture 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 Manufacture 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. This agreement does not provide a license for any computer software, microcontroller firmware, or other machine or human-readable instructions that may be loaded into a programmable device and used in conjunction with the Work. The use of any such software, firmware, or source code is subject to its own licensing terms and conditions.

d. 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.

e. 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.

f. 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.

g. 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.

Open Hardware Better World Notice

Open Hardware Better World, its authors, and/or its representatives are not a party to this License, and makes no warranty whatsoever in connection with the Work. Open Hardware Better World, its authors, or its representatives 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 Open Hardware Better World, its authors, or its representatives has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Open Hardware Better World may be contacted at http://ohbw.org/.