



INTERNATIONAL ASSOCIATION
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Are you Open Source compliant? Understanding OS licensing in preparation for the Internet of Things

**Corporate Counsel Commission
IP/TMT Commission**

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National Report of Greece

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1. Compatability

OS licensing is not a topic that has been widely discussed in Greece, nor have the Courts had any experience with the matter. However one matter that has received some attention is whether or not the terms of the General Public License are binding, in particular regarding the obligations the counterparty has towards third parties. It is generally accepted that the license terms apply *erga omnes* and not only between the proprietor of the software and his counterparty.

2. Enforceability:

OS licensing is indeed fully enforceable in Greece. However this is not done directly but rather through the general provisions of the Greek Civil Code that are applicable on a case by case basis. This means that in an OS license agreement for instance the respective provisions governing donation will be applied as the proprietor receives no return. It is further argued that this is not only a donation but rather a donation under a specific condition in the sense that the validity of the license depends on the compliance of the counterparty with its terms.

3. Case law:

There is no Greek case law on breach of OS license terms or, on OS issues in general.

4. Compliance:

4.1 Do you have any recommendation (to clients/your company) to ensure OS compliance?

N/A

4.2 Are you addressing the OS issue (or have you witnessed the same being addressed) in the subcontracting of software development and/or in the licensing of software that includes OS components?

N/A

4.3 Are specific clauses being adopted in the relevant contracts? Can you provide examples of such clauses?

N/A

4.4 If no contractual clauses are being included in the contracts, what are the measures adopted to ensure compliance?

N/A

5. OS in non IT-related industries:

With specific reference to OS used in non-IT industries (e.g. "internet of things" or other products that contain electronic parts with OS components): Do you believe there is, broadly speaking, and awareness of the diffusion of OS in traditional, non-IT industries? Is that an issue, from a legal perspective? If not, why?

No there is no awareness of the diffusion of OS in non-IT industries which is an issue from a legal perspective as stakeholders in these industries ignore the particularities of the OS software and of the respective agreements (e.g. viral contracts). This could have a severe impact on the scope of protection IP rights offer to their proprietors.

6. Do you have any practical OSS cases that you would like to share?

No.

Bibliography (if applicable)

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