

ASSOCIATED LICENCE

Licence for reuse of Data providing for a delivery or successive single Data with payment of a fee

Article 1 - Preamble

1.1 . The Metropole de Lyon provides the re-users of the data and data files which form:

- either public information within the meaning of article 10 of Law no.78-753 of 17 July 1978 concerning various measures for the improvement of relations between the authorities and the public and various administrative, social and fiscal provisions, as amended by the order of 6 June 2005,
- or, non-public data.

These data are either the own data of the Metropole de Lyon, or data from partners for the provision of which the Metropole de Lyon has been put in charge by the said partner.

The data provided, hereinafter referred to as "Data", are presented in Appendix 1.

1.2 . The Metropole de Lyon comes voluntarily under the status of the law no.78-753 of 17 July 1978 for all of the data provided according to the terms and conditions set out in this licence. The Producers of the non-public data, who in principle do not come under the scope of application of this law, however agree to register with the scope of this licence.

1.3 .In accordance with the law no.78-753 of 17 July 1978, the data can be used by any person for any purposes, internal or external, commercial or not, and particularly for the purposes of:

- informing the public;
- reusing data for services supported by private contributors;
- developing innovative services.

1.4. In accordance with article 16 of the law no.78-753 of 17 July 1978, the reuse of public information may be subject to the signing of a licence and may give rise to the payment of fees. The terms and conditions of payment of a fee may vary according to the conditions under which the data is reused (Appendix 3).

1.5. Due to the nature of the data, their reuse may be subject to certain conditions, guarantees, or restrictions for reasons of general interest, concerning in particular the security and the quality of service provided to the users.

1.6. The Licensee states that it is familiar with the conditions under which the data may be reused and is interested in subscribing to this Licence of which it states that it accepts the terms.

Article 2 - Definitions

As part of this Licence the terms below shall have the following meaning:

- "General Charter for the use of the platform": an online document on the site providing technical and legal information and which indicates the measures to be observed in order for the platform to be used properly;
- "Data" : all the public information and other data, including their updates, files, database and other information provided to the Licensee by the City of Lyon under the terms of the Licence. The data concerned by this licence are itemized in Appendix 1 "list of data ";
- "Licence": means this contract, any amendments that it may have and its appendices and their possible amendments ;
- "Licensee": physical person or legal entity which is a signatory to the Licence which is involved in a profit or non-profit-making sector, in return for financial or economic reward either directly or indirectly;
- "Metadata": structured set of technical, management and descriptive information linked to an item of data which serves to describe the characteristics of the data in order to make it easier to identify, manage, consultation, use or store them;
- "Producer": private or public person who originally produced the data, and which has provided them to the Metropole de Lyon if the latter is not the producer of them. The "Producer" will also be referred to as "Supplier" or "Partner";
- "Reuse" : any form of use of the data other than the simple consultation in particular any form of reproduction, distribution, redistribution, either for a charge or free of charge, or on a commercial or non-commercial, financial or non-financial basis;
- "Site": internet site for the distribution of data from the City of Lyon which can be accessed at the address <http://data.grandlyon.com>
- "Third Party»: any person other than the Licensee, the Metropole de Lyon, the Producer of the Data.

Article 3 - Purpose of the Licence

3.1 The Licence specifies the conditions for reuse by the Licensee of the Data which have been provided to it.

3.2. The Licence stipulates the specific procedures for the provision of the Data in particular for taking into account updates which may concern them.

3.3. The Licence involves the payment of a fee as stipulated under article 14 and Appendix 3 hereof.

Article 4 - Nature and characteristics of the Data

4.1. The Data provided to the Licensee under the terms of this Licence are itemized in Appendix 1 "List of Data".

4.2. The technical characteristics of the Data, in particular their nature, their technical characteristics and the frequency of their updates, are indicated in the metadata associated with the Data, and which are freely accessible on the download platform of the City of Lyon.

Article 5 - Rights granted to the Licensee

5.1. *Scope of the Licence*

5.1.1. The licence grants the Licensee a personal and non-exclusive right to reuse the Data which have been supplied to it, without limitation in time, including in the case of termination of the licence subject to payment of the fee due.

The Licence grants the Licensee a personal non-exclusive right of reuse of the Data, for the products or services described in the statement of service and within the limits specified herein.

5.1.2. The Licensee is not authorized to grant sub-licences, that is to say, to authorize a third party to reuse the data as is and this, even for free.

5.2. *Granted rights*

5.2.1. The rights granted are valid for the Data version which is available at the date of signature of this licence, as well as where necessary for the new versions and updates.

5.2.2. Subject to the payment of the fee and the compliance with its obligations under the terms of the Licence, the Licensee is authorized to use the Data for business or personal purposes.

5.2.3. To this end, the Licensee is authorized to reprocess the Data, adapt or translate them, or incorporate them within other Data.

5.3. *Absence of exclusivity*

The Licence is granted to the Licensee on a non-exclusive basis.

The Licence gives the Licensee a personal and non-exclusive right of reuse of the Data made available to it for the purposes set forth in the statement of services.

Article 6 - Special conditions for the provision of the Data

The conditions of access to the platform as well as the authentication system are described in the General Charter for the use of the platform.

Article 7 - Obligations of the Metropole de Lyon

7.1. The Metropole de Lyon shall inform the Licensee, as soon as is possible, of the developments that could have an effect on the implementation of the Licence, such as in particular:

- any change in the organization of the content and format of the data provided,
- any change in the technical conditions of provision.

7.2. The Metropole de Lyon shall inform the Licensee of these developments, according to the procedure stipulated under article 23, prior to their effective implementation, so as to allow the Licensee a reasonable period of time to carry out, where appropriate, the necessary modifications.

7.3. The City of Lyon shall inform the Licensee, as soon as possible, in accordance with the procedure stipulated under article 23, of the occurrence of any event, of which it is aware, which is likely to disrupt the provision of the Information.

7.4. The Metropole de Lyon will make every effort to remedy, within a reasonable time period, any problem areas which are directly attributable to it by proposing a suitable solution, taking into account the complexity of the situation and the requirements of general interest for which it is responsible.

7.5. The Metropole de Lyon will specify the contact partners for the Licensee in Appendix 2 hereof,

Article 8 - Obligations of Licensee

8.1. Subscription to the licence

The Licensee undertakes, without restriction or reservation, to comply with the Licence to which it has subscribed as well as current regulations. The Licensee shall refrain from any use which infringes the laws and regulations or which is prejudicial to public order.

The subscription of the Licence will be completed by letter.

After having duly completed and printed the Licence which is downloadable from the site, the Licensee must print out the Licence and send it duly completed, initialled and signed to the following address:

Metropole de Lyon
Direction des Systèmes d'Information et de Télécommunications
20 rue du Lac
69399 Lyon Cedex 03

The Licensee will choose the type or types of Data that it wishes to reuse with regard to the characteristics and special conditions of use specified in Appendix 1.

The Licensee shall announce this choice at the same time as it sends the Licence under the conditions stipulated above.

8.2. Statement of services

The reuse is subject to it being compatible with the general interest, in particular, the public policies implemented by the Metropole de Lyon or by the Producer.

To this end, the Licensee shall complete a statement of services in which it indicates the intended use of the data and the conditions under which it plans to reuse them; it describes in particular the services or products in which the data are intended to be incorporated.

The Licensee shall specify in the special conditions of Appendix 2 hereof, the contact partners of the Metropole de Lyon.

Similarly, the Licensee undertakes to inform spontaneously and promptly the Metropole de Lyon of the completion of the planned product or service, and to provide it with the information and details (samples, copies or other), so that it can check that the product or service complies with the statement.

The Licensee may not reuse the Data for a purpose other than that specified in the statement of services. Any other reuse will require an amendment or a new licence for reuse.

8.3. Characteristics of the licence

The Licensee is responsible for the fulfilment of the obligations that it entrusts to third parties to this licence, as if it was fulfilling them itself.

The Licensee may not grant to third parties of this licence the right to reuse the Data as is.

The Licence shall not under any circumstances transfer the ownership of the Data to the Licensee.

The Licensee undertakes to comply with the intellectual property rights set forth under article 10.

8.4. Characteristics of the data

As part of the reuse of the Data, the Licensee undertakes to indicate the source as well as the date of any updates to the Data, without these particulars being able to be interpreted as being any guarantee whatsoever given by the Metropole de Lyon.

The Licensee undertakes to ensure that the Data are neither corrupted nor their meaning distorted.

The Licensee shall ensure in particular that the content and scope of the Data are not corrupted by the reprocessing (changes to the data, insertion of comments unless they can be clearly distinguished from the content provided by the City of Lyon, sections altering the meaning of the text or the Data).

The Licensee shall be responsible, if necessary, for providing the resources for ensuring that its computer systems are compatible with the Data format and/or the conditions for providing the Data mentioned in the general charter for the technical use of the platform.

8.5. Duty of information

Should, as a result of developments concerning in particular the change of format and/or conditions of provision, the Licensee find itself required to modify its equipment, the expenses for these modifications shall be its responsibility. The Licensee may not claim any indemnity or compensation in this respect.

The Licensee undertakes to inform the Metropole de Lyon, in accordance with the procedure stipulated under article 23, of the problem areas which it may find within the conditions of the provision of the Data.

The obligations referred to under article 8 shall remain applicable for the entire duration of the reuse of data, including in the event of termination of the provision of Data for whatever reason.

Article 9 - Personal Data

9.1. The reuse of personal data that may be contained in the Data is prohibited without the consent of the persons concerned, or anonymisation or a legislative or regulatory provision which allow such reuse. Should the Data have been made anonymous, the cross-checking of information or any other practice enabling the reconstitution of personal data which have been made anonymous, is in particular prohibited.

9.2 More generally, the reuse of personal data made available under the terms of this licence is subject to compliance with the provisions of the [law no. 78-17 of 6 January 1978](#) concerning data protection.

Article 10 - Intellectual property rights

10.1. Data and databases

The Metropole de Lyon is the owner of the physical property rights and, where appropriate, of the intellectual property rights for the Data and databases provided under the terms of this Licence.

Should the Data come from an external source, the Metropole de Lyon will have obtained from the Producers of data the necessary permits for signing this licence.

10.2. Names, trademarks and distinctive signs

Any use of trademarks, logos, or distinctive signs of the Metropole de Lyon, or of another Producer, whether associated or not with the use of the data, is prohibited.

The mention of the name of the Metropole de Lyon or of another Producer is only allowed for identifying the source of the Data, under the conditions stipulated by the Licence. Any other use of the name of the Metropole de Lyon or of another Producer is prohibited.

It is in particular strictly prohibited to refer to the City of Lyon or another Producer, particularly in such a way as to suggest that the City of Lyon or a producer would recommend or guarantee in any way whatsoever the product or service of the Licensee which includes the Data.

Any exemption from these principles will require permission which must be made in the form a written request sent to:

Metropole de Lyon
Direction des Affaires Juridiques et de la Commande Publique
20 rue du Lac
69399 Lyon Cedex 03

and that the Metropole de Lyon is entitled to refuse.

In the case of authorization which has been specifically given, the conditions of use must scrupulously comply with the terms and limits of the authorization, under pain of immediate termination.

At the expiry of the Licence, for any reason that there may be, the Licensee must immediately stop using the names, trademarks, and logos of the Metropole de Lyon, and delete them from any material.

Article 11 - Rights of the Producers

The Data Producers grant their rights to the Metropole de Lyon for the provision of their data. The terms of this Licence shall therefore apply to the data concerned by this licence as described in Appendix 1.

Article 12 - Guarantees and Responsibilities

12.1. The Licensee acknowledges and agrees that the Data is supplied by the Metropole de Lyon as is, such as is held by it as part of its role, without any other guarantee, either express or implied. The Licensee shall use the data, in accordance with the terms of the Licence, under its sole responsibility and at its own risk.

12.2. Any damage suffered by the Licensee or third parties which may result from the reuse of the Data is the sole responsibility of the Licensee. In the event of a claim by a third party against the Metropole de Lyon because of the products or services that the Licensee provides and which includes the data, the Licensee shall be solely responsible for the financial consequences.

12.3. The Metropole de Lyon undertakes to provide the Licensee with the data in accordance with the procedures specified in the Charter for the use of the platform, except in cases of force majeure, strikes or industrial disputes, external events temporarily preventing the continuation of the service, or any circumstances or act which are beyond the control of the Metropole de Lyon and which cannot be prevented despite all efforts which may be reasonably made, such as technical problem areas. In such cases, the responsibility of the Metropole de Lyon may not be held liable.

Article 13 - Term

13.1. The term of the Licence is set in the Appendix 1 hereof.

13.2. The Licence does not grant the Licensee any right to renewal. At the expiry of the Licence, a new licence may be issued upon request of the Licensee, under the conditions in force at this date.

It will be up to the Licensee to apply to the Metropole de Lyon within the deadlines set out in Appendix 1.

Article 14 - Financial Provisions

14.1. On the basis of the information sent to it in the statement of service, the Metropole de Lyon will send a copy of the Licence to the Licensee.

The Metropole de Lyon will issue an invoice on the basis of the pricing conditions of the Data mentioned in Appendix 3.

The invoice is payable in accordance with the conditions set forth in Appendix 3.

14.2. The amount of the fee as well as the conditions and deadlines for payment are set out in Appendix 3 concerning the financial provisions.

Article 15 - Right of audit

15.1. The Metropole de Lyon has the right to audit the information system of the Licensee with respect to the reuse of the Data provided under the terms of this licence.

This audit will be carried out no more than once a year, in the presence of the staff of the Licensee and within the following windows: from Monday to Friday (from 9 a.m. to 6 p.m.), excluding public holidays.

The Metropole de Lyon undertakes to:

- observe the security regulations in force on the premises of Licensee and to do nothing which might prevent the latter from fulfilling its activities properly;
- keep confidential any information regarding the Data of which it may have become aware during this audit.

15.2. A margin of error of 5% (five per cent) will be tolerated between the results of the audit carried out by the Metropole de Lyon and the details supplied by the Licensee.

Article 16 - Formal notice and suspension of the fulfilment of the conditions of provision of Information

16.1. In the event of a breach by the Licensee of its obligations, the Metropole de Lyon shall notify the Licensee by recorded delivery letter with acknowledgement of receipt of the alleged breach. The Licensee then has a period of 30 (thirty) days from the receipt of the formal notice in which to correct the said breach. This period may be reduced by the Metropole de Lyon in emergency cases. Should the breach not be corrected by the end of this period, the Licence may be terminated.

16.2. In the event of serious breaches by the Licensee, the Metropole de Lyon may decide at the time of the formal notice to suspend, as an interim measure, the provision of the Data.

Article 17 - Termination

17.1. *Termination by the Licensee*

The Licensee may terminate the Licence at any time without having to provide a particular reason, subject to a notice period of 30 (thirty) days as of the receipt by the City of Lyon of a recorded delivery letter with acknowledgement of receipt notifying the said termination. Notwithstanding the termination, the Licensee remains under obligation to pay any sum due to the Metropole de Lyon in accordance with the stipulations of the financial conditions and prices mentioned in Appendix 3.

17.2. Termination by the Metropole de Lyon

The Metropole de Lyon, may at any time, put an end to the commitments made under the terms of the Licence.

This termination may occur:

- as of rights, in the event of force majeure or change of circumstances or regulations which may have the effect of altering the economic, legal or financial balance of the Licence and rendering the mutual contractual obligations unenforceable by one or other of the parties, subject to a notice period of 30 (thirty) days, which may be reduced in emergency cases;
- for reasons of general interest in particular in respect of any use which is contrary to the public policies implemented by the City of Lyon or by the Producer;
- In the event of breaches by the Licensee of its obligations, the termination will be notified to the Licensee after the formal notice has been issued under the conditions set forth under article 16.

Article 18 - Effects of the termination of the Licence

18.1. In the event of termination of the Licence for any reason whatsoever, the Metropole de Lyon will cease to provide the Licensee with the Data in accordance with the terms and conditions specified under article 17.

The Licensee may nevertheless continue to use the Data provided to it prior to the termination of the Licence, without there being any time limit, subject to compliance with the obligations incumbent upon it as part of the Licence, as well as the payment of any sum owed by it in respect of the Licence.

18.2. In the event of termination for reasons of general interest, the Licensee may claim reimbursement of the annual fee in proportion to the days remaining.

In all other cases, the Licensee may not claim any compensation.

18.3. The fee may, if necessary, be adjusted according to the conditions set forth in Appendix 3.

Article 19 - Confidentiality

The Metropole de Lyon undertakes to keep confidential the information that the Licensee has indicated as being such.

Article 20 - Constituent documents of the Licence

20.1. The Licence comprises the following documents, presented in descending order of priority:

- this Licence and its amendments;
- its appendices and their respective amendments ;
- the Charter for the technical use of the platform.

This Licence includes the following appendices:

- Appendix 1: List of data
- Appendix 2: Statement of services
- Appendix 3: Financial conditions

20.2. In cases of contradiction, the document of a higher ranking shall prevail.

Article 21 - Miscellaneous

The cancellation of one of any of the provisions of the Licence shall not bring about as of rights the invalidity of the other provisions of the Licence.

Article 22 - Assignment of the Licence

22.1. Any assignment of this Licence is prohibited.

22.2. Any cessation of activity of the Licensee, or any change leading to the disappearance of the Licensee and/or the emergence of a new legal and contracting entity is to be considered as an assignment of the Licence. In this case, the Licence is terminated, as of rights. The consequences relating to this termination are identical to those relating to other cases of termination, specified under article 17.

Article 23 - Notices

Any notification between the Parties which has to be made under the terms of the Licence must be made by recorded delivery letter with acknowledgement of receipt, to the contact partners of the City of Lyon and the Licensee referred to in Appendix 2.

The notification is considered as validly performed upon first presentation of the recorded delivery letter.

The notifications may be preceded by the sending of an email to the contact partners of the Metropole de Lyon and of the Licensee.

Article 24 - Disputes, competent courts

Subject to the provisions of article 20 of the law no.78-753 of 17 July, 1978 concerning the powers of the Commission on Access to Administrative Documents (CADA), any differences or disputes in connection with the Licence may be brought before the authorities, bodies and courts of Lyon which have jurisdiction in the matter.