

# LICENCE TO RE-USE ROAD SAFETY-RELATED TRAFFIC INFORMATION DIGITISED DATA

## 1. Preamble

Road infrastructure operators and service providers, both public and private, make digitised data on road safety-related traffic information available under the terms of the application of Delegated Regulation (EU) No 886/2013 of May 15th 2013.

Digitised data on traffic information (hereafter referred as “the Information”) consists of safety-related traffic events or conditions data covered by the road safety-related minimum universal traffic information service, in accordance with French government Decree n°2015-474 of April 27th 2015.

The events or conditions covered include the following categories:

- 1° temporary slippery road;
- 2° animal, people, obstacles or debris on the road;
- 3° unprotected accident area;
- 4° short-term roadworks;
- 5° reduced visibility;
- 6° wrong-way driver;
- 7° unmanaged blockage of the road.

This data is made available via the national access point, hosted on the website <http://www.bison-fute.gouv.fr>, in accordance with decree n°2015-474 of April 27th 2015.

This document defines the conditions of any use of this digitised data.

## 2. Definitions

**Intellectual property rights:** this refers to legally-recognized rights such as those cited in the French Intellectual Property Code (author’s rights, neighbouring rights, sui generis database rights).

**Information:** refers to traffic information data (safety-related traffic events or conditions data covered by the road safety-related minimum universal traffic information service, which are non-exhaustively listed in Article 1), provided for re-use under the rights and conditions of this licence.

**Derivative information:** refers to new data or information created either directly using the “Information” or via a combination of the “Information” and other data or information which is not subject to the terms of this licence.

**Producer:** refers to an entity which produces the “Information” and provides this information for re-use under the rights and conditions stipulated in this licence.

**Licensee:** refers to any legal or natural person who reuses the “Information” in accordance with the rights and conditions of this licence.

## 3. Subject of this licence

This licence serves to define the conditions under which the “Producer” makes the “Information” available, on a non-exclusive basis, to the “Licensee” for the purposes of its re-use.

#### 4. Contractual Documents

The contractual documents, together referred to as the "Licence", consist of this document and, where necessary, any future amendments or additions thereto, and excludes all other documents.

#### 5. Conditions for re-use of Information disseminated under this licence

The "Producer" hereby grants the "Licensee" the worldwide, personal and non-exclusive right to re-use the "Information" covered by this licence, for the duration of the event or condition in question, within the extent of the rights and under the conditions stipulated below.

The "Licensee" may freely re-use the "Information", and more precisely, may:

- reproduce, copy, publish and transmit the "Information";
- disseminate and redistribute the "Information";
- extract and transform content based on the Information, notably in order to create "Derivative Information";
- use the "Information", for example by combining it with other Information, or by including it in the "Licensee's" own product or application.

Under the conditions cited below:

In the event of redistribution of the "Information" or dissemination of "derivative Information" to a third party, the rights and conditions applying to the "Licensee" under the terms of this licence shall also apply to said third party.

The re-use of the "Information" is subject to the conditions that it may not be altered<sup>1</sup> and that its meaning may not be distorted (which implies, in particular, that the event in question must be cited and its location given, without prejudice to any resulting traffic advice issued), and that the source and date of the last update must be indicated.

As such, the "Licensee" is required to:

- attribute the « Information » by acknowledging its source

Insofar as permitted by the technology being used, the presentation method used to display the "Information" or "derivative Information" must include the phrase: "*Information supplied by...*", followed by the name of the "Producer." Any and all non-authorized reproduction is strictly prohibited.

For websites, the BISON FUTÉ logo shall be displayed on the site, alongside the hyper-text link "For more information", which will direct the user towards the following internet page: <http://www.bison-fute.gouv.fr>, which provides details on how to subscribe to the Information.

The indication of the source of the "Information" must not confer any official character on the re-use of the "Information", nor suggest any recognition or endorsement by the "Producer", or by any other public entity, of the "Licensee" or the act of re-use.

- Indicate the date of the latest update of the "Information."

Insofar as permitted by the technology being used, the timestamping of the "Information" must also allow the end user to be sure that the "Information" communicated to them in this manner is objectively and effectively up-to-date.

#### 6. Other requirements incumbent upon the "Licensee"

In accordance with Article 8 of (EU) Regulation n° 886/2013, when the "Licensee" disseminate the "Information" to users, including within the scope of "derivative Information", they hereby agree to do so:

<sup>1</sup> The issue here is alteration of content. A change in format, without altering the content, remains possible.

- before providing any other traffic information not related to road safety;
- in such a way as to reach the widest possible audience of users potentially affected by the event or condition in question;
- at no cost to the user, without prejudice to its further use in any products or applications which may themselves be fee-paying services.

If the “Licensee” is also a producer of data on events or conditions covered by the road safety-related minimum universal traffic information service, they are required to make this data available via the national point of access in accordance with Article 7 of (EU) Regulation n° 886/2013, and to complete the declaration of compliance as indicated in Article 9 of the above-mentioned Regulation.

## **7. Responsibility**

The “Information” is made available as produced or received by the “Producer”, without any explicit or tacit guarantee other than those covered in this licence.

The “Producer” cannot guarantee the absence of potential errors or irregularities within the “Information.” The “Producer” does not guarantee continued supply of the “Information.”

The “Producer” may not be held responsible for any loss, prejudice or damage, of any kind, experienced by a third party as a result of the re-use of the “Information.”

This licence is granted without prejudice to the “Producer’s” right to make unilateral modifications, notably to the formats in which the data is provided or its access pathway on the server, on the condition that the “Licensee” is made aware of said changes in a simplified format, within the 90 calendar days preceding the appearance of said modifications. However, parties are reminded that data must be issued in the Datex II format, or in a machine-readable format that is fully compatible and interoperable with Datex II.

The “Licensee” is solely responsible for the re-use of the “Information.” Its re-use must not mislead third parties regarding the content of the “Information”, its source or the date on which it was last updated.

All re-use of the “Information” by the “Licensee” offering or promoting products or services which do not comply with the rules and provisions of law and order and public safety, notably in terms of road safety, or which does not conform to proper moral standards (for example, and in particular, the promotion of alcohol consumption, speeding, and erotic or pornographic services) is strictly prohibited.

## **8. Intellectual Property Rights**

The “Producer” guarantees that the “Information” does not contain any intellectual property rights belonging to third parties.

The “Intellectual property rights” held by the “Producer” over the documents containing the “Information” do not preclude the free re-use of the “Information”.

While the “Producer” retains “Intellectual property rights” over the documents containing the “Information”, these rights are conceded on a non-exclusive basis, for a worldwide use and for the duration of the “Intellectual property rights”, to the “Licensee”, who may use the documents in any way they see fit in accordance with the rights and conditions defined in this licence.

## **9. Duration of the licence**

This licence is valid for three years and may be automatically renewed.

## **10. Governing Law**

This licence is governed by French law.