



# CHARTRE D'UTILISATION DE LA POPP-BREIZH

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## Préambule

La POPP BREIZH (Plateforme des Observatoires Photographiques du Paysage de Bretagne) a été développée par la Région Bretagne, la DREAL, l'Université de Rennes 2 et l'Observatoire de l'Environnement en Bretagne. Elle est hébergée et gérée par l'Observatoire de l'Environnement en Bretagne (OEB).

Les objectifs et les missions de la POPP BREIZH sont de :

1. Pérenniser les OPP en partageant les coûts, les méthodes, les techniques et les outils ;
2. Faciliter la diffusion des données et leur exploitation via une mise en ligne accessible par tous, ceci dans le but d'affiner la connaissance et le suivi des paysages, et de contribuer au débat public sur les évolutions paysagères
3. Gérer les OPP, améliorer le cadre méthodologique des OPP (données à remplir, fiche terrain, etc.) et fédérer les échanges entre les porteurs OPP ;
4. Consulter les OPP et favoriser l'interaction avec le public pour susciter l'intérêt partagé pour le paysage afin de faire émerger les ressentis et les préoccupations des populations ;
5. Analyser les OPP pour :
  - Favoriser une meilleure intégration des Observatoires Photographiques du Paysage (OPP) dans les politiques paysagères (par exemple en lien avec les atlas de paysage) et plus largement au sein des politiques publiques (SCOT, PLUI...)
  - Articuler l'échelle locale à l'échelle régionale et interrégionale ;
6. Favoriser l'émergence de nouveaux OPP et stimuler l'innovation en proposant une plateforme évolutive.

## 1 – Objet

La présente charte (ci-après désignée la « **Charte** ») a pour objet de définir les conditions d'accès et d'utilisation de la plateforme POPP BREIZH par l'Usager.

## 2 – Contenu

La Charte est constituée du préambule, de ses différents articles et de ses Annexes.

En cas de contradiction des Annexes ou d'une Annexe avec les articles et le préambule, les articles et le préambule prévaudront. En cas de contradiction entre les Annexes, chaque Annexe prévaudra sur la suivante par ordre de numérotation.

## 3 – Définitions

« **BASE DE DONNEES** » : on entend par base de données un recueil d'œuvres, de données ou d'autres éléments indépendants, disposés de manière systématique ou méthodique, et individuellement accessibles par des moyens électroniques ou par tout autre moyen (article L112-3 du Code de la Propriété Intellectuelle). La Base de Données de la POPP BREIZH désigne donc le recueil d'éléments de type photographique, textuel, iconographique ou sonore mis à disposition de l'Usager, ainsi que toutes les données associées.

« **COMPTE** » : on entend par Compte le compte personnel créé par l'Usager par le biais de l'acceptation de la Charte.

« **CONTENU** » : on entend par Contenu tous les éléments accessibles par l'Usager sur la plateforme POPP BREIZH.

« **COPROPRIETAIRES** » : désigne la Région Bretagne, la DREAL et l'Université de Rennes 2, copropriétaires du Logiciel et de la Base de Données.

« **LOGICIEL** » : on entend par Logiciel le logiciel POPP, copropriété de la Région Bretagne, de la DREAL et de l'Université de Rennes 2. L'Usager s'interdit d'utiliser tout logiciel ou version d'un logiciel accessible depuis la POPP BREIZH autre que le Logiciel.

« **OPP** » : désigne le(s) Observatoire(s) Photographique(s) du Paysage.

« **GROUPE** » : désigne l'ensemble des Utilisateurs d'un OPP ainsi que toutes les données déposées et les contenus produits par ces Utilisateurs. Un Groupe est créé pour chaque OPP par l'Administrateur.

« **STRUCTURE PORTEUSE OPP** » : désigne l'organisme gestionnaire d'un ou plusieurs OPP.

« **PARTENAIRES** » désigne ensemble la Région Bretagne, la DREAL, l'Université de Rennes 2 et l'OEB.

« **POPP BREIZH** » : désigne la plateforme accessible à l'adresse <http://popp-breizh.fr/public/popp> et à partir de laquelle l'Usager peut accéder et utiliser le Logiciel, la Base de Données et le Contenu.

« **L'USAGER** » est entendu comme toute personne physique ou morale utilisant la POPP BREIZH. Les différents profils d'Usagers sont définis à l'Article 6 de la Charte.

## 4 – Champ d'application

Cette Charte ne vaut que pour des activités non-commerciales conformes aux missions de la POPP BREIZH, et qui respectent la législation en vigueur.

## 5 – Accès plateforme

### 5.1. Engagement d'accès

Par la présente Charte, l'OEB s'engage à donner accès à la POPP BREIZH à l'Usager à compter de sa date d'acceptation de la Charte, pendant la durée d'application de la Charte, et ce pour une utilisation conforme à la Charte, et en particulier conforme aux articles 5.2. et 5.3.

Les Parties conviennent que l'engagement des Partenaires se limite à garantir l'accès et l'usage à la POPP BREIZH dans les conditions de l'article 5.2. ci-après. En aucun cas les Partenaires ne peuvent garantir le maintien de licences de logiciels dont ils ne sont pas propriétaires ou dont ils ne détiennent pas les droits d'utilisation. À ce titre, les Partenaires s'exonèrent et l'Usager l'accepte, de toute responsabilité relative à la cessation des droits d'utilisation de l'Usager sur un logiciel suite à la modification par son propriétaire des termes de la licence.

Les frais de connexion à la POPP BREIZH sont à la charge de l'Usager.

## 5.2. Délimitation technique de l'accès et de l'usage

Pour permettre à l'Usager l'accès à la POPP BREIZH, l'OEB prend les engagements techniques suivants :

- Ouverture d'un Compte avec mot de passe et login dans les meilleurs délais suivant acceptation de la Charte, comprenant un accès individuel sécurisé ;
- Sauvegarde quotidienne des données et copie régulière de sauvegarde sécurisée par un Virtual Private Network.

## 5.3. Délimitation juridique de l'accès à la plateforme & conditions d'usage

Les Parties conviennent que l'utilisation par l'Usager de la POPP BREIZH s'entend comme l'utilisation du Logiciel, de la Base de Données et du Contenu dans les conditions précisées au présent article 5.3., et mis à disposition en vertu de l'article 5.2.

5.3.1. L'Usager reconnaît et accepte que le Logiciel soit distribué sous la licence GPL V3, reproduite en Annexe 1, et qu'il n'est donc autorisé à l'utiliser que dans la limite des droits concédés par ladite licence.

5.3.2. Il est précisé que l'Usager ne peut pas céder ou sous-licencier ses droits d'utilisation de la POPP BREIZH, consentir une sûreté sur le Logiciel et/ou sur les Bases de Données et/ou sur le Contenu et/ou plus généralement sur ses droits d'utilisation, ou encore céder de toute autre manière tout ou partie de ses droits d'utilisation de la POPP BREIZH. En outre, la présente Charte ne peut être transférée ou cédée, même temporairement, à un tiers.

L'Usager reconnaît et accepte qu'entre lui-même et les Partenaires, les Partenaires détiennent l'intégralité des droits de propriété afférents à la POPP BREIZH, que ce soit sur sa structure physique (serveur) ou son contenu, y compris tous les droits de propriété intellectuelle, quel que soit le territoire de protection, et que ces droits aient fait ou non l'objet d'un dépôt.

5.3.3. Les marques qui apparaissent sur la POPP BREIZH sont des marques qui peuvent être aussi bien figuratives, semi-figuratives, verbales ou sonores et qui sont déposées. Toute reproduction ou utilisation de ces marques sans autorisation expresse de leur titulaire est strictement interdite.

# 6 – Accès par les Usagers

## 6.1. Généralités

Chaque Usager de la POPP BREIZH est défini par un profil lui ouvrant des droits spécifiques sur la plateforme. Tous les Usagers sont automatiquement informés des licences associées au Contenu, et s'engagent à en respecter les termes.

L'Usager, quel que soit son profil, a accès à certaines fonctionnalités :

- Recherches simples et avancées des séries photographiques ;
- Visualisation des séries photographiques ;
- Export de séries photographiques ;
- Visualisation des commentaires écrits et écoute des témoignages ou ambiances sonores ;
- Analyse des changements de paysages via le thésaurus ;
- Accès et export des fiches de métadonnées (fiche photo, fiche de série photo et fiche terrain).

Le Visiteur est un Usager qui n'est pas inscrit à la POPP BREIZH via un Compte personnel. Il a accès seulement aux fonctionnalités prévues au présent article 6.1.

## 6.2. Utilisateurs

L'Utilisateur est un Usager inscrit à la POPP BREIZH via un Compte personnel. L'obtention de ce Compte se fait par une demande en ligne, subordonnée à l'acceptation de la présente Charte.

Il existe trois profils d'Utilisateur : le Visiteur Authentifié, le Fournisseur et le Gestionnaire.

L'Utilisateur sera informé par l'OEB de toute évolution conséquente des fonctionnalités auxquelles il a accès.

### 6.2.1. Le Visiteur Authentifié

En sus des fonctionnalités prévues à l'article 6.1., le Visiteur Authentifié peut également déposer un commentaire et avoir accès à l'historique du panier.

### 6.2.2. Le Fournisseur

Le Fournisseur est un Utilisateur délégué par un Gestionnaire.

En sus des fonctionnalités des articles 6.1 et 6.2.1, le Fournisseur peut donc :

- Créer des séries photos et saisir les fiches associées,
- Saisir les reconductions des fiches qui lui sont déléguées par le Gestionnaire.

Ses droits et actions sont limités aux données qu'il aura lui-même déposées.

### 6.2.3. Le Gestionnaire

La ou les personne(s) référente(s) de l'OPP au sein de la Structure Porteuse est (sont) inscrite(s) à la POPP BREIZH sous un profil de Gestionnaire. Le Gestionnaire est en charge de la gestion du Groupe de son ou ses OPP. Il est mandaté par sa Structure Porteuse.

En sus des fonctionnalités prévues aux articles 6.1., 6.2.1. et 6.2.2., le Gestionnaire peut également déposer et gérer ses données (séries photos, fiches terrain...), ouvrir des options participatives et les modérer et il a accès à des actions de gestion de la POPP BREIZH.

En particulier, le Gestionnaire peut :

- Importer, exporter, ajouter, créer et sauvegarder toutes les données déposées dans son Groupe par lui ou les autres Usagers du Groupe ;
- Modérer les commentaires en ligne ;
- En tant que de besoin, déléguer certaines tâches à un Fournisseur de son Groupe. Le Gestionnaire administrera alors les Fournisseurs de son Groupe, auxquels il pourra déléguer, la création de séries photographiques ou la saisie de reconductions ;
- Compléter le thésaurus facultatif ;
- Gérer ses groupes et ses Fournisseurs ;
- Faire des imports de masse ;
- Gérer les documents

Le Gestionnaire s'engage à demander à l'Administrateur de clôturer les comptes des autres Gestionnaires et/ou Fournisseurs de son Groupe lorsqu'ils ne sont plus engagés dans son OPP.

## 7 – Contrôles et notices

### 7.1. Contrôles

L'OEB pourra effectuer des contrôles techniques et prendre des mesures conservatoires (arrêt d'une exécution, suppression de droit d'accès) dans un souci de sécurité de la POPP BREIZH, pour des nécessités de maintenance et de gestion technique, ou pour vérifier que l'utilisation par l'Usager est conforme à la Charte.

Les connexions et les tentatives de connexion sur la POPP BREIZH sont journalisées. Pour chaque utilisateur, sont conservées la date concernant son dernier accès à la POPP BREIZH ainsi que la date de son inscription à la POPP-Breizh.

Ces données sont recueillies à seule fin de garantir le bon usage de la POPP BREIZH et/ou du serveur, et seront traitées dans le respect des dispositions de la loi du 6 janvier 1978 relative à l'informatique, aux fichiers et aux libertés modifiée et du Règlement européen 2016/679 du 27 avril 2016, dit RGPD.

### 7.2. L'Administrateur

L'administrateur de la POPP BREIZH (désigné « **l'Administrateur** ») est l'OEB par délégation des Partenaires. Il a pour mission :

- d'héberger la POPP BREIZH ;
- de réaliser la maintenance fonctionnelle et évolutive de la POPP BREIZH ;
- de paramétrer la POPP BREIZH (gérer la taxonomie, la FAQ, etc.);
- de créer les groupes OPP et les structures porteuses ;
- de modérer le contenu de la POPP BREIZH si besoin ;
- d'accompagner les Usagers dans la prise en main et l'utilisation de l'outil.

## 8 – Données personnelles

### 8.1. Utilisation des données personnelles par l'OEB

8.1.1. En transmettant ses données à caractère personnel à l'OEB via le formulaire de création de Compte, l'Usager l'autorise expressément à les stocker, les utiliser et les transmettre uniquement dans le cadre de la Charte.

L'Usager donne expressément son consentement pour que les données à caractère personnel le concernant qui sont collectées dans le cadre des procédures d'inscription et d'utilisation de la POPP BREIZH, ne soient traitées que dans le cadre de la présente Charte, en application des dispositions de la loi du 6 janvier 1978 relative à l'informatique, aux fichiers et aux libertés modifiée et du Règlement européen 2016/679 du 27 avril 2016, dit RGPD.

8.1.2. L'OEB s'engage expressément à ne pas procéder à des traitements des données à caractère personnel autres que ceux prévus dans la présente Charte, et à ne pas publier, divulguer ou transmettre d'informations concernant l'Usager sans son accord préalable. L'OEB garantit que les données à caractère personnel ne seront pas cédées à des tiers et ne seront pas transférées vers un pays hors Union Européenne ou vers une organisation internationale.

L'OEB pourra utiliser les données personnelles de l'Usager dans le cadre d'études statistiques sur l'usage de la POPP BREIZH.

8.1.3. L'OEB s'engage à mettre en œuvre les mesures techniques et d'organisation appropriées pour protéger les données à caractère personnel de l'Usager contre la destruction accidentelle ou illicite, la perte accidentelle, la diffusion ou l'accès non autorisé.

8.1.4. L'OEB s'engage à conserver les données personnelles de l'Usager pendant une durée n'excédant pas en tout état de cause la durée d'application de la Charte.

8.1.5. Néanmoins, et sans préjudice des dispositions de l'article 8.1., l'OEB pourra être obligé de divulguer toute information concernant l'Usager afin de se conformer à toute loi ou réglementation en vigueur, ou pour répondre à toute demande judiciaire ou administrative.

## 8.2. Rectification et déclarations de données personnelles

En application des dispositions de la loi du 6 janvier 1978 relative à l'informatique, aux fichiers et aux libertés modifiée et du Règlement européen 2016/679 du 27 avril 2016, dit RGPD, l'Usager dispose d'un droit d'accès, de rectification et de suppression des données personnelles le concernant, qui peut être exercé auprès de l'OEB, dont les coordonnées sont les suivantes :

### **Observatoire de l'Environnement en Bretagne**

**47 avenue des Pays-Bas**

**35200 Rennes**

*contact@bretagne.environnement.fr*

L'OEB s'engage à donner accès à l'Usager à ses données personnelles ou à procéder aux rectifications ou suppressions demandées selon un délai dépendant des textes en vigueur.

## 9 – Engagement des Usagers

### 9.1. Obligations des Usagers

9.1.1. L'Usager s'engage à utiliser la POPP BREIZH, le Logiciel, la Base de Données et le Contenu conformément aux réglementations nationales et internationales, et en particulier à ne pas les utiliser à des fins illégales ou menaçantes pour la vie privée d'autrui.

9.1.2. L'Usager s'engage à ne pas :

- Porter atteinte, d'aucune manière que ce soit, lors de son utilisation de la POPP BREIZH, à l'ordre public et aux bonnes mœurs, et à ne pas tenir de propos injurieux ou portant atteinte à la vie privée dans ses commentaires ;
- Induire en erreur les Partenaires ou d'autres Usagers en usurpant le nom ou la dénomination sociale d'autres personnes ou en cachant sa véritable identité ;
- Utiliser sur la POPP BREIZH une marque, un nom commercial ou un logo appartenant à un tiers, et qui pourrait engendrer délibérément ou pas une confusion concernant le propriétaire ou le licencié de la marque, du nom commercial ou du logo ;
- Utiliser la POPP BREIZH pour porter atteinte aux droits de tiers comme, sans que cette liste ne soit limitative, à des données personnelles, tout secret de fabrication, secret professionnel, information confidentielle, marque, brevet et d'une manière générale tout droit de propriété intellectuelle ou tout autre droit portant sur une information ou un contenu protégé ;
- Bloquer ou perturber le fonctionnement de la POPP BREIZH notamment par l'introduction de virus électronique, ou d'un code ou d'un programme, créé pour interrompre, détruire ou



limiter le fonctionnement d'un logiciel, d'un ordinateur, d'un serveur ou d'un outil de télécommunication ;

- Intercepter de communications de tiers ou collecter des informations provenant de tiers sans leur accord préalable, notamment par des logiciels d'écoute sur réseau, de scan de machines, de tests de vulnérabilité ;
- Laisser sa session POPP BREIZH ouverte sur un ordinateur en accès public ;
- Déposer sur les serveurs des documents autres que ceux prévus dans la présente Charte.

9.1.3. L'Usager s'engage à :

- Respecter la présente Charte ;
- Utiliser la POPP BREIZH dans le respect des conditions techniques indiquées à l'article 6.
- Respecter les normes techniques en vigueur pour l'accès à la POPP BREIZH et aux serveurs et/ou les prescriptions fixées par l'OEB ;
- Signaler à l'OEB toute anomalie ou utilisation illicite ou soupçon d'utilisation illicite ;
- Être prêt à fournir à l'OEB à tout moment des informations concernant son utilisation de la POPP BREIZH.

## 9.2. Conditions de diffusion du Contenu

9.2.1. L'Usager s'engage, dans la mesure où il est autorisé à le faire, à ce que le Contenu qu'il dépose sur la POPP BREIZH soit soumis à une des licences Creative Commons indiquées en Annexe 1.

9.2.2. Pour le Contenu dont l'Usager détient des droits d'utilisation et/ou d'exploitation qui ne seraient pas compatibles avec les termes d'une des licences Creative Commons indiquées en Annexe 1, il s'engage à indiquer à l'Administrateur de manière précise quels droits il détient sur ce Contenu et, en collaboration avec l'Administrateur, à mettre en place des mesures techniques de protection et/ou d'information.

9.2.3. L'Usager s'interdit de déposer sur la POPP BREIZH du Contenu dont il ne détiendrait pas les droits d'exploitation et/ou d'utilisation.

9.2.4. L'Usager déposant un témoignage sonore sur la POPP BREIZH s'engage à signer ou à faire signer par les personnes écoutées et ou interviewées une autorisation de diffusion et de reproduction du témoignage sonore. Il s'engage à communiquer cette autorisation à l'OEB, dès première demande.

9.2.5. Pour tout Contenu, l'Usager s'engage à respecter les termes des licences ou droits d'exploitation et/ou d'utilisation attachés à ce Contenu.

## 10 – Communications & notifications

Lors de la communication ou de la publication de résultats ou de toute information obtenus par l'utilisation de la POPP BREIZH, l'Usager devra citer l'utilisation de la POPP BREIZH.

## 11 – Garanties

### 11.1. Garantie des Usagers

L'Usager s'engage à garantir les Partenaires contre toute action qui serait engagée à son encontre, ou toute plainte qui serait déposée contre eux par un tiers du fait de l'utilisation par l'Usager de la POPP

BREIZH, des serveurs, de la Base de données, du Logiciel et du Contenu dans des conditions qui ne seraient pas conformes à la présente Charte.

Cette garantie couvre toute somme que les Partenaires seraient tenus de verser à quelque titre que ce soit, y compris les honoraires d'avocat et frais de justice reconnus ou prononcés.

## **11.2. Garantie des Partenaires**

L'utilisation de la POPP BREIZH, de son Logiciel, sa Base de données et du Contenu par l'Usager n'est assortie d'aucune garantie sous réserve que tous les moyens prévus à l'article 5 soient mis en œuvre.

Les Partenaires n'accordent aucune garantie expresse ou implicite quant aux utilisations faites par l'Usager et notamment sur leur caractère opportun, actuel, fiable ou utile. En outre, les Partenaires ne peuvent en aucun cas être tenus pour responsables de la fiabilité de la transmission des données ou des temps d'accès. Il est au surplus précisé que les Partenaires se dégagent de toute responsabilité quant à l'utilisation, l'interprétation, la fiabilité et l'exactitude des résultats obtenus avec le Logiciel, la Base de Données ou le Contenu.

L'Usager déclare accepter que les garanties sur le Logiciel se limitent à celles expressément stipulées dans la licence GPL V3 figurant en Annexe 1, et que les garanties sur le Contenu se limitent à celles expressément stipulées dans les licences applicables audit Contenu.

## **12 – Responsabilité**

### **12.1. Responsabilité des Usagers**

L'Usager est responsable de l'utilisation de son login et de son mot de passe. Toute connexion à la POPP BREIZH, ainsi que toute transmission de données effectuée au moyen de l'email de l'Usager, sera réputée avoir été effectuée par l'Usager.

Ces dispositions demeurent applicables, y compris dans le cas où l'Usager préenregistre un identifiant et un mot de passe pour sa messagerie et son micro-ordinateur, permettant ainsi une connexion automatique à la POPP BREIZH.

L'Usager déclare accepter les caractéristiques de la POPP BREIZH et de ses serveurs, décrites dans la présente Charte. Il reconnaît avoir connaissance et accepté la nature de la POPP BREIZH, et en particulier de ses performances techniques.

### **12.2. Limitation de responsabilité des Partenaires**

En aucun cas la responsabilité des Partenaires ne pourra être engagée pour les dommages indirects, et notamment tout préjudice moral ou financier, ayant pour cause, origine ou fondement l'utilisation de la POPP BREIZH, de la Base de Données, du Logiciel ou du Contenu par l'Usager.

Les limitations de responsabilité et de garantie des Partenaires visées au présent article s'appliqueront, que les Partenaires aient ou non été informés, ou auraient dû être informés, ou auraient dû avoir connaissance de la possibilité de la survenance de dommages pour l'Usager.

## **13 – Résiliation et Conséquences**

## 13.1 Clôture de Compte et résiliation

13.1.1. L'Usager peut désactiver son Compte à tout moment. S'il souhaite avoir accès et/ou supprimer ses données à caractère personnel, il devra se rapprocher de l'OEB, en vertu de l'article 8.2.

13.1.2. Les Partenaires peuvent résilier sans cause à tout moment la présente Charte et, par conséquent, clôturer le Compte de l'Usager, par mail avec accusé de réception moyennant un préavis de un (1) mois.

13.1.2. Les Partenaires peuvent résilier la Charte et, par conséquent, clôturer le Compte de l'Usager, à tout moment et à leur seule discrétion dans les hypothèses où :

- L'Usager a violé une stipulation de la Charte, ou a agi de telle sorte à démontrer qu'il ne peut pas ou ne souhaite pas respecter les stipulations de la Charte ;
- La loi oblige les Partenaires à le faire.

En cas de non-respect par l'Usager de la présente Charte, les Partenaires se réservent le droit de stopper tout accès à la POPP BREIZH, sans préjudice de toute action judiciaire qui pourrait être intentée par les Partenaires et de tous dommages et intérêts qui pourraient être réclamés à l'Usager.

## 13.2 Conséquences

Les Partenaires se réservent le droit de supprimer ou conserver sur la POPP BREIZH le Contenu déposé par l'Usager dont le Compte est clôturé et à l'encontre duquel la Charte est résiliée. Le cas échéant, l'Usager s'engage à négocier avec les Partenaires la possibilité de céder, transférer ou licencier les droits d'utilisation et/ou d'exploitation dudit Contenu.

## 14 – Non-renonciation

Les Parties conviennent que le non-exercice ou la renonciation par l'une d'entre elles à l'exercice d'un droit ou d'un recours prévu dans la présente Charte, ou dont une Partie peut se prévaloir en vertu de toute législation applicable, ne sera pas considéré comme une renonciation par ladite Partie au droit ou au recours en cause.

## 15 – Divers

Si l'une quelconque des clauses de la Charte était tenue pour nulle et non avenue par l'effet de la loi ou par une décision de justice, elle serait réputée non écrite et n'entraînerait pas la nullité des autres clauses, afin de faire en sorte de maintenir l'application de la Charte, et ce dans la mesure où la nullité de la clause n'a pas pour effet de rendre caduque l'objet de la Charte.

À l'expiration des présentes et pour quelque cause que ce soit, les droits, obligations et responsabilités dont les Parties ont bénéficié ou auxquels elles ont été soumises, ou qui ont vocation à s'appliquer au-delà de l'expiration de la Charte, ne seront pas affectés par ladite expiration.

Les Parties sont en droit de solliciter l'octroi de toute mesure conservatoire, injonction ou toute autre mesure d'urgence, devant toute juridiction compétente.

## **16 – Loi applicable & tribunal compétent**

Les Parties conviennent expressément que la présente Charte est régie par le droit français.

Tout litige qui surviendrait concernant l'interprétation et/ou l'exécution de la présente Charte devra faire l'objet d'une tentative de règlement amiable. À défaut de règlement amiable, un tel litige sera porté devant les tribunaux français compétents.

## Annexe 1 : Licences

### 1. Tableau récapitulatif des licences

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Fiches séries	<a href="#">Licence CC BY NC SA</a>

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Version 3, 29 June 2007

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```
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