



The Grand Law Library

The Charter

Introduction

- The Grand Law Library (hereinafter GLL) has its own website located at: www.lagbd.fr, which provides access to, consultation and research of its legal database (hereinafter GLL Services).

This Charter describes the terms and conditions under which users (hereinafter Users) may access GLL Services.

Any use of the GLL Services that is not explicitly permitted under this Charter or applicable law is prohibited.

Once all the terms and conditions of GLL Services have been read and understood, the User must agree to this Charter.

- This act is one of partnership between the Paris Bar Association, represented by its Bâtonnier, Mr. Frédéric Sicard, and the (*name of the organisation*), represented by (*name of the representing*).

This partnership is entered into according to the terms provided below:

- **A mutual exchange of documentary resources between GLL and (*name of the organisation*);**
- **The non-exclusivity of articles published at the GLL and (*name of the organisation*);**
- **The non-commercialisation of articles published at the GLL and (*name of the organisation*);**
- **Free access to both sites;**
- **providing to each other the logo in order to post it on main page with a link leading to each other website;**
- **Blocking authors' publications from any subsequent modifications by third parties;**
- **Appointment of a representative in order to follow up the partnership**
- **A minimum of 5 article to be sent in the six months following the partnership signature**

1 - Definitions

"Documentary and Data Holdings" means the documents and information that form the legal database.

"Collective Works" means contributed documents in their unmodified and integral form, assembled into a collective whole that is, itself, made up of separate and independent works.

"**GLL Services**" means the legal database.

"**User**" means any individual or legal entity who, after having accepted this Charter, uses GLL Services.

2 - Purpose

The purpose of this Charter is to define the conditions under which the User may access and use GLL Services.

3 - Duration

This Charter is concluded for an indefinite period. By accessing, browsing and using GLL Services, the User fully accepts the terms and conditions of this Charter. This Charter shall be deemed irrevocably and unconditionally accepted by the User from the moment when the latter uses the GLL Services placed at his disposal.

4 - Description of the service

GLL Services includes the right to access, consult and research its legal database (hereinafter Database), which consists of a selection of official documentary resources mainly normative and jurisprudential in nature, and documentary resources bringing together lawyers' publications and blogs (hereinafter the Data).

5 - Terms and conditions of service access

GLL Services is available and free to all, both lay and professional.

User access to GLL Services is via the public URL www.lagbd.fr.

Users may access GLL Services round the clock, seven days a week, except in cases of force majeure or events beyond GLL's control, subject to any breakdowns or maintenance and updates necessary to the proper functioning of the site and equipment.

Users are informed that GLL Services may be interrupted without notice for maintenance and data updates.

6 - Terms and conditions for using the service

6.1 Authorisations

Nothing in this Charter is intended to reduce, limit, or restrict any prerogatives arising from exceptions to rights, exhaustion of rights or other limitations to the exclusive rights of those entitled under the law to literary and artistic copyright or other applicable laws.

All Data available to GLL Services Users is protected by copyright and database law, in accordance with the Intellectual Property Code.

Subject to the terms and conditions of this authorisation, and throughout the period of the Data's protection under literary and artistic copyright or applicable law, GLL Services grants the User, subject to prior acceptance by the authors of the Data, the authority to freely and non-exclusively exercise the following rights:

- To reproduce and represent the Data, incorporate it in one or more Collective Works and reproduce the incorporated Data in those collective works;
- To distribute copies, display, depict or communicate the Data to the public by any technical means, including incorporating it into collective works;
- To extract or reuse substantial parts of the Data.

The above rights can be exercised on all devices, media, technical processes and formats. These rights include carrying out the necessary technical changes in order to exercise these rights in other formats and technical processes.

The exercise of all rights that are not expressly authorized by GLL or under GLL's management, remains reserved

6.2 Restrictions

No functionality, including printing, downloading, or e-mailing, may be used to violate the intellectual property rights attached to the provisions of the Intellectual Property Code.

The authorization granted by Article 6.1 is expressly subject to and limited by the following restrictions:

- The User agrees not to infringe on the intellectual property rights held by GLL or by third parties on its website, as well as in all data accessible through GLL Services.

- Agrees not to use the names "Grand Law Library" or "GLL" in its advertising and commercial documents without GLL's prior authorisation.

- The User may only reproduce, distribute, depict, and publicly disclose the Data, including digitally, in accordance with the terms of this Charter.

The User must include a copy of this Charter or a link to its web address with any reproduction of the Data that the User distributes, represents or communicates to the public, including digitally.

The User may not offer or impose any terms of use on the Data that might alter or restrict the terms of this Charter or the exercise of the rights it grants to the beneficiary.

The User cannot assign the rights to the Data.

The User must maintain unaltered all information that refers to this Charter and its legal disclaimers.

The User may not reproduce, distribute, depict, or publicly disclose Data, including digitally, through the use of technological methods that control access or use that are inconsistent with the terms of this Charter.

The above statements apply to Data incorporated in a Collective Work under the terms of this Charter. If the User creates a Collective Work, he shall, to the extent possible and if the author requests it, remove any reference therein to the actual author.

- The User may not exercise any of the rights granted by Article 6 with the intent or purpose of obtaining a commercial benefit or personal monetary compensation.

Data shared with other works that are protected by literary and artistic copyright, using electronic file sharing or any other means, is not considered an exchange with an intent or purpose of commercial benefit or personal monetary compensation, provided that no payment or compensation took place when sharing the copyrighted works.

If the User publicly reproduces, distributes, depicts or communicates, including digitally, the Data, or any Collective Work, he must maintain intact all copyright information and attribute authorship to the original source in a manner that is reasonable with regard to the method used.

He must mention the name of the original author or the author's pseudonym if known; the title of the original work if known; whenever possible, the Internet link to the work as specified by GLL Services.

This information must appear and be at least as visible as similar information.

7 - Warranties and disclaimers

By making this Data publicly available under the terms of this Charter, GLL Services states in good faith that to its knowledge and within the limits of reasonable inquiry:

- GLL Services obtained all the rights to the Data required to be able to authorise exercise of the rights granted by this Charter, and to allow the undisturbed usage and lawful exercise of these rights without requiring compensation or any other fees from the User.

- This Data does not constitute nor violate any third party rights, including literary and artistic copyright, trademark law, information law, civil law or any other law, defamation, violation of privacy or any other tortious injury to a third party.

8 – Limitation of liability

The User agrees to the specific characteristics and limitations of an online service, and particularly recognises:

- That he is aware of the uncertainties of consulting information online, particularly regarding response time.

- That it is his responsibility to take all necessary steps to ensure that the technical characteristics of his computer and his IT network enable access to GLL Services.

- That he alone is responsible for his Internet access.

- That it is the User's responsibility to take all appropriate measures to protect his own data, software and hardware from any Internet viruses or those contracted by any other electronic means.

- The User is responsible for his decisions concerning GLL Services material, both for the usage and interpretation he makes of the documents obtained from the Database and for the actions and advice he deduces or issues therefrom.

As such, GLL specifies that it does not intend to conduct research on the site on behalf of the User, interpret User questions, or analyse the data obtained from the Database.

- By no means will the GLL accept liability for any direct or indirect damages that may be caused by GLL Services. Any moral or commercial damage, loss of profits, revenue, orders, earnings, goodwill, loss of data and any action taken against the User by a third party and its resulting consequences are regarded as consequential damages.

9 – Service Developments

GLL reserves the right to modify, at any time, the characteristics of GLL Services.

GLL also reserves the right, at any time, to modify the contents of the Charter. The new Charter shall take effect as of its date of publication on the website.

10 – Miscellaneous provisions

With each public reproduction or presentation by the User of the Data, either digitally or through a Collective Work, GLL Services offers to make the work available under the same terms and conditions as those granted to the User in this Charter.

The invalidity or unenforceability of any provision of the Charter with respect to applicable law does not affect the validity of the other provisions, which shall remain in full force and effect.

No limits, waivers or modifications of the terms or provisions of this Charter may be accepted without the prior written and signed consent of the competent authority.

11 – Applicable law and jurisdiction

This Charter is subject to the provisions of French law.

If any disputes result from the interpretation or enforcement of this Charter, the parties agree to seek an amicable solution.

In the absence of such a solution, the matter shall be within the exclusive jurisdiction of the Paris Courts, whether or not there are multiple defendants or in the event of the introduction of third parties.

In Paris, on the

(NAME OF PARTNER ORGANISATION)

Last name, First name

PARIS BAR ASSOCIATION

Mr. Frédéric SICARD, Bâtonnier