

Votants : 77

Convocation du Conseil d'Agglomération :

le 13 septembre 2019

Affichage du Compte-rendu Sommaire :

le 24 septembre 2019

EXTRAIT DU REGISTRE DES DELIBERATIONS DU CONSEIL

Séance du lundi 23 septembre 2019

SYSTEMES D'INFORMATION – CHOIX DES LICENCES PAR DEFAUT POUR L'OPEN DATA

Titulaires présents :

Jérôme BALOGE, Alain BAUDIN, Anne BAUDOIN, Jean-Michel BEAUDIC, Thierry BEAUFILS, Marie-Christelle BOUCHERY, Jean BOULAIS, Christian BREMAUD, Dany BREMAUD, Jacques BROSSARD, Sophie BROSSARD, Alain CHAUFFIER, Didier DAVID, Luc DELAGARDE, Stéphanie DELGUTTE, Fabrice DESCAMPS, Thierry DEVAUTOUR, Pascal DUFORESTEL, Romain DUPEYROU, Gérard EPOULET, Jean-Claude FRADIN, Robert GOUSSEAU, Michel HALGAN, Véronique HENIN-FERRER, Anne-Lydie HOLTZ, Christine HYPEAU, Florent JARRIAULT, Agnès JARRY, Monique JOHNSON, Bruno JUGE, Guillaume JUIN, Gérard LABORDERIE, Alain LECOINTE, Alain LIAIGRE, Elisabeth MAILLARD, Sophia MARC, Elmano MARTINS, Philippe MAUFFREY, Josiane METAYER, Dany MICHAUD, Marie-Paule MILLASSEAU, Marcel MOINARD, Jacques MORISSET, Rose-Marie NIETO, Michel PAILLEY, Eric PERSAIS, Stéphane PIERRON, Claire RICHECOEUR, Sylvette RIMBAUD, Claude ROULLEAU, Jean-François SALANON, Florent SIMMONET, Michel SIMON, Dominique SIX, Marc THEBAULT, Patrick THOMAS, Yvonne VACKER, Patrice VIAUD

Titulaires absents ayant donné pouvoir :

Jeanine BARBOTIN à Dominique SIX, Elisabeth BEAUVAIS à Marc THEBAULT, Jacques BILLY à Dany BREMAUD, Yamina BOUDAHMANI à Christine HYPEAU, Carole BRUNETEAU à Florent SIMMONET, Charles-Antoine CHAVIER à Jacques BROSSARD, Jean-Luc CLISSON à Gérard EPOULET, Sylvie DEBOEUF à Marie-Christelle BOUCHERY, Jean-Martial FREDON à Stéphane PIERRON, Marie-Chantal GARENNE à Marie-Paule MILLASSEAU, Lucien-Jean LAHOUSSE à Alain BAUDIN, Rabah LAICHOURE à Marcel MOINARD, Simon LAPLACE à Romain DUPEYROU, Jacqueline LEFEBVRE à Rose-Marie NIETO, René PACAULT à Alain LECOINTE, Michel PANIER à Jérôme BALOGE, Alain PIVETEAU à Monique JOHNSON, Jacques TAPIN à Pascal DUFORESTEL

Titulaires absents suppléés :

Daniel BAUDOIN par Anne-Marie PROUST

Titulaires absents :

Christelle CHASSAGNE, Isabelle GODEAU, Dominique JEUFFRAULT, Jean-Pierre MIGAULT, Serge MORIN, Adrien PROUST, Cécilia SAN MARTIN ZBINDEN, Nathalie SEGUIN, Céline VALEZE, Michel VEDIE

Titulaires absents excusés :

Jeanine BARBOTIN, Elisabeth BEAUVAIS, Jacques BILLY, Yamina BOUDAHMANI, Carole BRUNETEAU, Jean-Romée CHARBONNEAU, Charles-Antoine CHAVIER, Jean-Luc CLISSON, Sylvie DEBOEUF, Jean-Martial FREDON, Marie-Chantal GARENNE, Lucien-Jean LAHOUSSE, Rabah LAICHOURE, Simon LAPLACE, Jacqueline LEFEBVRE, René PACAULT, Michel PANIER, Alain PIVETEAU, Jacques TAPIN

Président de séance : Jérôme BALOGE

Secrétaire de séance : Marc THEBAULT

COMMUNAUTÉ D'AGGLOMÉRATION DU NIORTAIS

CONSEIL D'AGGLOMÉRATION DU 23 SEPTEMBRE 2019

SYSTEMES D'INFORMATION – CHOIX DES LICENCES PAR DEFAUT POUR L'OPEN DATA

Monsieur **Jean BOULAIS**, Vice-Président Délégué, expose,

Après examen par la Conférence des Maires,

Sur proposition du Président,

La Communauté d'Agglomération du Niortais va mettre à disposition ses données publiques, c'est à dire mettre en œuvre un projet « open data » afin de permettre l'accès à l'information et avoir une pratique de publication de données accessibles et exploitables librement.

Ce projet répond à la loi n°2016-1321 du 7 octobre 2016 pour une république numérique qui émet le principe d'ouverture des données par défaut. L'article L312-1-1 du Code des relations entre le public et l'administration complète cette loi et spécifie que les collectivités de plus de 3 500 habitants et de plus de 50 agents doivent mettre à disposition les documents disponibles sous forme électronique.

La Communauté d'Agglomération du Niortais va donc mettre à disposition des citoyens des données publiques non nominatives et sans rapport avec la vie privée ou la sécurité. L'utilisation des données sera libre de droit dans le cadre d'une licence d'utilisation.

Pour ce faire, il est proposé d'utiliser la « licence ouverte de réutilisation d'informations publiques » de la mission ETALAB (licence homologuée par le décret n°2017-638 du 27 avril 2017) par défaut lors de l'ouverture des données statiques (dont la fréquence de mise à jour est supérieure à 12h00) de la Communauté d'Agglomération du Niortais, bien que la Communauté d'Agglomération du Niortais se réserve le droit d'utiliser d'autres licences plus contraignantes pour certaines données statiques.

Et il est proposé d'utiliser « ODC Open Database Licence » dite licence ODbI (licence homologuée par le décret n°2017-638 du 27 avril 2017) par défaut lors de l'ouverture des données temps-réel (dont la fréquence de mise à jour est inférieure à 12h00) de la Communauté d'Agglomération du Niortais, bien que la Communauté d'Agglomération du Niortais se réserve le droit d'utiliser d'autres licences pour certaines données temps-réel.

Les données seront mises à disposition à minima par téléchargement, avec une mise à jour régulière et dans un format lisible facilement.

La Communauté d'Agglomération du Niortais ne s'interdit pas, si la réglementation le permet, de faire évoluer la licence d'utilisation des données et d'introduire une redevance quant à l'utilisation des données ou des services mis à disposition. Cette évolution sera présentée au Conseil communautaire.

Il est demandé au Conseil d'Agglomération de bien vouloir :

- Procéder au choix de la « licence ouverte de réutilisation d'informations publiques » de la mission ETALAB par défaut pour encadrer l'ouverture de ses données statiques,
- Procéder au choix de la licence ODbI par défaut pour encadrer l'ouverture de ses données temps-réel,
- Autoriser Monsieur le Président ou son représentant à prendre toutes les mesures nécessaires à l'exécution de la présente délibération.

Le conseil adopte à l'unanimité cette délibération.

Pour : 77
Contre : 0
Abstention : 0
Non participé : 0

Jean BOULAIS

Vice-Président Délégué

LICENCE OUVERTE / OPEN LICENCE

Version 2.0

« REUTILISATION » DE L' « INFORMATION » SOUS CETTE LICENCE

Le « Concédant » concède au « Réutilisateur » un droit non exclusif et gratuit de libre « Réutilisation » de l'« Information » objet de la présente licence, à des fins commerciales ou non, dans le monde entier et pour une durée illimitée, dans les conditions exprimées ci-dessous.

Le « Réutilisateur » est libre de réutiliser l' « Information » :

- de la reproduire, la copier,
- de l'adapter, la modifier, l'extraire et la transformer, pour créer des « Informations dérivées », des produits ou des services,
- de la communiquer, la diffuser, la redistribuer, la publier et la transmettre,
- de l'exploiter à titre commercial, par exemple en la combinant avec d'autres informations, ou en l'incluant dans son propre produit ou application.

Sous réserve de :

- mentionner la paternité de l' « Information » : sa source (au moins le nom du « Concédant ») et la date de dernière mise à jour de l' « Information » réutilisée.

Le « Réutilisateur » peut notamment s'acquitter de cette condition en renvoyant, par un lien hypertexte, vers la source de l'« Information » et assurant une mention effective de sa paternité.

Par exemple : « Ministère de xxx - Données originales téléchargées sur <http://www.data.gouv.fr/fr/datasets/xxx/>, mise à jour du 14 février 2017 ».

Cette mention de paternité ne confère aucun caractère officiel à la « Réutilisation » de l' « Information », et ne doit pas suggérer une quelconque reconnaissance ou caution par le « Concédant », ou par toute autre entité publique, du « Réutilisateur » ou de sa « Réutilisation ».

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L' « Information » mise à disposition peut contenir des « Données à caractère personnel » pouvant faire l'objet d'une « Réutilisation ». Si tel est le cas, le « Concédant » informe le « Réutilisateur » de leur présence. L' « Information » peut être librement réutilisée, dans le cadre des droits accordés par la présente licence, à

condition de respecter le cadre légal relatif à la protection des données à caractère personnel.

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Il est garanti au « Réutilisateur » que les éventuels « Droits de propriété intellectuelle » détenus par des tiers ou par le « Concédant » sur l' « Information » ne font pas obstacle aux droits accordés par la présente licence.

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La présente licence a été conçue pour être compatible avec toute licence libre qui exige au moins la mention de paternité et notamment avec la version antérieure de la présente licence ainsi qu'avec les licences « Open Government Licence » (OGL) du Royaume-Uni, « Creative Commons Attribution » (CC-BY) de Creative Commons et « Open Data Commons Attribution » (ODC-BY) de l'Open Knowledge Foundation.

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L' « Information » :

- toute information publique figurant dans des documents communiqués ou publiés par une administration mentionnée au premier alinéa de l'article L.300-2 du CRPA ;
- toute information mise à disposition par toute personne selon les termes et conditions de la présente licence.

La « Réutilisation » : l'utilisation de l' « Information » à d'autres fins que celles pour lesquelles elle a été produite ou reçue.

Le « Réutilisateur » : toute personne qui réutilise les « Informations » conformément aux conditions de la présente licence.

Des « Données à caractère personnel » : toute information se rapportant à une personne physique identifiée ou identifiable, pouvant être identifiée directement ou indirectement. Leur « Réutilisation » est subordonnée au respect du cadre juridique en vigueur.

Une « Information dérivée » : toute nouvelle donnée ou information créée directement à partir de l' « Information » ou à partir d'une combinaison de l' « Information » et d'autres données ou informations non soumises à cette licence.

Les « Droits de propriété intellectuelle » : tous droits identifiés comme tels par le Code de la propriété intellectuelle (notamment le droit d'auteur, droits voisins au droit d'auteur, droit sui generis des producteurs de bases de données...).

À PROPOS DE CETTE LICENCE

La présente licence a vocation à être utilisée par les administrations pour la réutilisation de leurs informations publiques. Elle peut également être utilisée par toute personne souhaitant mettre à disposition de l' « Information » dans les conditions définies par la présente licence

La France est dotée d'un cadre juridique global visant à une diffusion spontanée par les administrations de leurs informations publiques afin d'en permettre la plus large réutilisation.

Le droit de la « Réutilisation » de l' « Information » des administrations est régi par le code des relations entre le public et l'administration (CRPA).

Cette licence facilite la réutilisation libre et gratuite des informations publiques et figure parmi les licences qui peuvent être utilisées par l'administration en vertu du décret pris en application de l'article L.323-2 du CRPA.

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MORE INFORMATION

- [Introduction to Open Data](#)
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- [Quick guide to making data open](#)
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