

Licence for the re-use

of information held by
the French Patent and Trademark Office (INPI)

Industrial property information

Approved on 21/05/2022

INTRODUCTION

The French Patent and Trademark Office (*Institut national de la propriété industrielle*, hereinafter the “INPI”) is a public body under the authority of the Minister responsible for industrial property.

Pursuant to articles L.411-1 and D.411-1-3 of the French Intellectual Property Code (*Code de la propriété intellectuelle*), the INPI is responsible for centralising and disseminating all information necessary for the protection of innovations and for ensuring the dissemination of the technical, commercial and financial information contained in registered industrial property rights.

In order to fully perform this task, the INPI makes the public sector information it holds available to the general public for re-use, free of charge, by way of this licence.

The conditions for the re-use of public sector information are defined by the provisions of Book III of the French Code on Relations between the Public and the Administration (*Code des relations entre le public et l'administration*, hereinafter the “CRPA”). This licence specifies the specific terms and conditions applicable to the re-use of information held by the INPI relating to registered industrial property rights.

It has been approved by the French government in accordance with the provisions of articles L.323-2 and D.323-2-2 of the CRPA.

ARTICLE 1 – DEFINITIONS

For the purposes of this licence, the following terms shall have the meanings ascribed to them below:

“Information” means any technical, commercial or financial information relating to industrial property contained in registered industrial property rights and in documents provided or received by the INPI. The full description of what constitutes Information is available on the INPI’s website: www.inpi.fr.

“Re-use” means the use of Information for purposes other than those for which it was produced or collected.

“Re-user” means any person who re-uses the Information in accordance with the terms of this licence.

“Personal Data” means any information relating to an identified natural person, or a natural person that can be identified, whether directly or indirectly. The Re-use of such data is subject to compliance with current legal provisions.

“Derived Information” means any new data or information created directly on the basis of the Information or a combination of the Information and other data or information not subject to this licence.

ARTICLE 2 – RIGHTS AND OBLIGATIONS OF THE RE-USER

2.1 The INPI grants the Re-user a worldwide, royalty-free, perpetual and non-exclusive right to freely re-use the Information covered by this licence, commercially or non-commercially, under the terms and conditions set out below.

2.2 The Re-user is free to re-use the Information, i.e.:

- to reproduce, copy, adapt, modify, retrieve and transform the Information to create Derived Information, products or services;
- to communicate, disseminate, redistribute, publish and transmit the Information;
- to exploit the Information commercially or non-commercially, for example by combining it with other information, or by including it in their own product or application.

2.3 The Re-user undertakes to acknowledge the source of the Information by way of an attribution statement and the date on which the re-used Information was last updated. This attribution statement does not make the Re-use of the Information official and must not suggest any acknowledgement or endorsement by the INPI or any other public sector entity of the Re-user or said Re-use.

2.4 The Re-user undertakes to respect the rights, in particular intellectual property rights, of third parties. In this respect, it is hereby expressly recalled that the Information contains elements that may be protected by the intellectual property rights of third parties (graphical representations of trademarks, patent drawings, etc.), and that the provision of such elements by the INPI does not automatically entitle the Re-user to re-use them for purposes other than the dissemination of information contained in registered industrial property rights and centralised statutory disclosure instruments for which they have been collected. The Re-user is personally responsible, where applicable, for obtaining the necessary authorisations from the holders of the abovementioned rights.

ARTICLE 3 – PERSONAL DATA

The Information made available may contain Personal Data that may be subject to Re-use.

The Information may be freely re-used, within the framework of the rights granted under this licence, provided that the legal framework relating to the protection of personal data is respected.

As such, the Re-user undertakes not to use Personal Data in a manner that would be in breach of the provisions of French Act No. 78-17 of 6 January 1978, as amended, on information technology, data files and civil liberties.

ARTICLE 4 – WARRANTIES AND LIABILITY

4.1 The Information is made available “as is” and the INPI makes no warranties, whether express or implied, other than those set forth in this licence.

4.2 The INPI shall not be held liable for any errors or omissions in the Information and does not guarantee the continued supply of the Information. It shall not be held liable for any loss,

injury or damage of any kind caused to third parties as a result of the Re-use of said Information.

4.3 The Re-user is solely responsible for the Re-use of the Information.

4.4 The Re-use must not mislead third parties regarding the content of the Information, its source and the date on which it was updated.

ARTICLE 5 – MISCELLANEOUS PROVISIONS

5.1 Any failure by the Re-user to comply with the obligations resulting from this licence may be sanctioned in accordance with the provisions of article L.326-1 of the CRPA.

5.2 This licence is governed by French law.

5.3 In the event of any dispute concerning the interpretation or implementation of this licence, the INPI and the Re-user agree to refer the matter, after all efforts to reach an out-of-court settlement have failed, to the competent courts for their consideration.

5.4 This licence is drawn up in French.



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