

GENERAL CONDITIONS AND AGREEMENT FOR THE REUSE OF TRAM OPEN DATA

TRAMVIA METROPOLITÀ, SA and TRAMVIA METROPOLITÀ DEL BESÒS, SA, (hereinafter 'TRAM') are the companies awarded the tram – light railway networks of the Metropolitan Area of Barcelona, concessions of the Autoritat del Transport Metropolità (ATM, Metropolitan Transport Authority).

TRAM commissions the operation and maintenance of each of these tram networks to the companies TRAMBAIX UTE and TRAMBESÒS UTE (hereinafter TRAM OPERADORA).

The purpose of this document is to regulate the relations between, on the one hand, TRAMVIA METROPOLITÀ, SA or TRAMVIA METROPOLITÀ DEL BESÒS, SA (hereinafter TRAM), and, on the other hand, any individual, company, organisation or entity (hereinafter DEVELOPER) that obtains a non-exclusive licence to reuse the content of the databases listed in this Open Data portal and that TRAM uses for the management, under concession from the Autoritat del Transport Metropolità (ATM), of the tram networks of Barcelona city and other municipalities within the Metropolitan Area.

TRAM is responsible for the databases used for managing this public passenger transport service and their identifying data are:

TRAMVIA METROPOLITÀ, SA - NIF: A-62415641

TRAMVIA METROPOLITÀ DEL BESÒS, SA - NIF: A-63061626

Domicile: Carrer Còrsega 270, 4t, 6a. Barcelona

Reusing the information included in TRAM's Open Data system does not include any monetary compensation between said parties. Notwithstanding, TRAM reserves the right to destine certain content within its databases to licences for reuse subject to specific conditions, different from these general conditions, including the possibility of requiring payment of monetary compensation or of another nature for issuing said licence.

RIGHTS in reusing the information

These general conditions permit the reuse of the information to which they are subjected for commercial and non-commercial purposes. Reuse is understood as the use of the documents, services for extracting them or the data contained therein and belonging to TRAM, which makes them available to the DEVELOPER under the form of open data. Authorised reuse includes, without limitation, the following activities:

1. Information extraction, by means of downloads or via the processing offered by TRAM's public website services.
2. Sharing (copy and distribution) and using TRAM's open data.
3. Copying the information onto servers or distributions belonging to the DEVELOPER.
4. Disclosure of the data to other sources or creating works derived from the original source, offering the data subject to the same type of licence.

5. Adaptation to other systems, using operations such as reorganisation, combination and, in general, any electronic processing means that enables its transformation for a new model of use.

RESTRICTIONS for reusing the information

The following restrictions shall be applicable to the general conditions for the reuse of the information contained in TRAM's databases:

1. The content of the information may not be altered.
2. The DEVELOPER is expressly prohibited from distorting the meaning of the information.
3. The source of the data must be clearly identified with the indication 'Powered by TRAM Barcelona', preferably with a link to the TRAM website <http://www.tram.cat>
4. Ensure that the information displayed on its system is always up to date, making reference to the last update.
5. Do not use the information to damage the public image of TRAM.
6. Do not use the information in places where TRAM information could be related to illegal acts or attempts to sabotage TRAM or other entities, organisations or individuals.
7. The use of the statistical data contained on this website is free and open, and therefore the DEVELOPER shall not be obliged to request any personal access identifier for specific use and shall only be subject to the implicit acceptance of the conditions laid down in this agreement. However, for consumption of the dynamic data by means of the website services defined on this site, the DEVELOPER is obliged to apply for the granting of a unique and personal identifier. Said identifier will be applied for by filling out the application form available at <https://opendata.tram.cat/>. The DEVELOPER shall be responsible for safeguarding the identifier in order to ensure its confidentiality and exclusive use. If the DEVELOPER has evidence or suspects that its personal identifier may be in use by persons or organisations other than itself, it shall inform TRAM as soon as possible. TRAM shall proceed to invalidate the identifier and issue a new one, bearing in mind reasonable terms in order for the DEVELOPER to apply the changes to its system. Similarly, TRAM reserves the right to establish an expiry and renewal period for the identifier. In the event of implementing this right, TRAM shall notify the DEVELOPER regarding the expiry period of the concession by email with at least 15 business days' notice prior to its effective date.
8. TRAM shall monitor all accesses carried out via the DEVELOPER's systems. In the event of detecting unauthorised or abusive access in a manner that could be detrimental to the resources of TRAM's systems and compromise its availability due to crash or delay, TRAM may block the DEVELOPER's identifier from accessing the system.
9. It is essential to preserve, without altering or deleting the metadata associated to the update data and the applicable reuse conditions included, where appropriate, as attributes that are supplementary to the information made available for its reuse.

AGREEMENT TERM

The term of the Assignment Agreement establishes the use of the information for a period of one year, as of the first use of the information, and automatically extendible for successive periods of the same duration, provided neither of the parties informs the other of its express desire to not renew the agreement with a minimum of 15 days' notice.

In the event of concession of a unique identifier for the DEVELOPER, both TRAM and the DEVELOPER reserve the right to unilaterally terminate the agreement at any time in the event of non-compliance with the terms of this Agreement.

After the end of the term of this Assignment Agreement, or if it has been terminated in application of any of the scenarios described above, the DEVELOPER may not continue to use the information object of this Agreement and will be obliged to delete all assigned data that may be stored on its information systems.

Any violation of the terms of this document shall entitle the aggrieved party to either demand its fulfilment or terminate the Agreement pursuant to the provisions set forth in Article 1,124 of the Civil Code.

TAXES

Taxes of any kind which, where appropriate, may arise from reusing the information object of this Agreement shall be borne and payable by the DEVELOPER.

GUARANTEES AND LIABILITIES

Each party states and guarantees to have full powers for entering into this Agreement.

TRAM is the legitimate owner of the databases that operate with the contents of Open Data object of this document.

TRAM does not guarantee the integrity, updating, accuracy and continuity of access to the Open Data.

TRAM shall not be held liable for any error or omission contained in the information object of this Agreement.

TRAM reserves the right to, at any time, add, delete or modify the content and/or these general conditions. These changes shall be communicated via TRAM's Open Data portal and shall take effect as of the day they are published, unless stated otherwise. The DEVELOPER shall have to update and adapt its system in order to correctly apply the modifications introduced.

The use of the sets of data shall be carried out by the DEVELOPER at its own cost and risk, and the latter shall also be solely responsible before TRAM and/or third parties for any damage that may arise from such use.

TRAM shall not be liable for the DEVELOPER's use of its information, nor for the damages and losses which, directly or indirectly, cause or may cause economic or material losses or regarding other issues caused by the use of the reused information.

LIABILITY DISCLAIMER

TRAM shall not be liable for the damages or losses which, directly or indirectly, including those which entail economic or material damage or regarding data, are caused or may be caused by the use of the set of data. The use of the set of data will be carried out by the reuse users or agents at their own risk.

TRAM does not offer any kind of guarantee regarding the set of data published, therefore providing no assurance, despite the efforts made to appropriately manage the set of data, regarding its integrity, updating, accuracy or continued access to said data.

TRAM may at any time add, delete or modify the set of data published or these general conditions for the reuse of TRAM's open data.

PUBLIC RELATIONS AND PROMOTION

TRAM and the DEVELOPER may include the features of the brand of the other party in its own presentations, marketing products and information systems. Along this line, the DEVELOPER shall be required to adhere to the style manual applicable to TRAM's corporate image, which can be accessed at: <http://www.tram.cat/comunicacio/premsa/imatge-corporativa/>

The DEVELOPER shall be entitled to request approval from TRAM regarding the end product. Said product, once approved, will be promoted on TRAM's Open Data website. For this process, the DEVELOPER shall meet the following requirements:

1. The End Product shall be reviewed and approved by TRAM.
2. If the end product includes a user interface, it shall contain the certification logo 'Powered by TRAM Barcelona' in an accessible part of the same. This logo will contain a link to the TRAM website (<http://www.tram.cat>)

It shall not be permitted to indicate, imply or suggest that TRAM, as the owner of the reused information, expressly participates, sponsors or supports the DEVELOPER's end product, except when authorised by TRAM.

DUTY OF INFORMATION IN THE DATA PROCESSING

Data controller and purposes

The controllers of the personal data gathered are:

TRAMVIA METROPOLITÀ SA with NIF A62415641, with postal address at carrer Còrsega, 270, planta 4a porta 6a 08008 Barcelona, and with email address dpo@tram.cat

TRAMVIA METROPOLITÀ DEL BESÒS SA with NIF A62415641, with postal address at carrer Còrsega, 270, planta 4a porta 6a 08008 Barcelona, and with email address dpo@tram.cat

In any case, TRAMBAIX UTE and TRAMBESÒS UTE have been commissioned to manage the OPENDATA portal, which will safeguard the confidentiality and security of the data.

All information regarding the purpose, data preservation, legitimation and recipients of the data can be reviewed by accessing the website's privacy policy.

Personal data protection rights

Any person has the right to obtain confirmation regarding the processing of their data. They may exercise their rights of access, rectification, erasure and data portability, restriction of processing and right to object, as well as to not be subject to decisions based solely on the automated processing of their data before Tramvia Metropolità S.A and Tramvia Metropolità del Besòs, S.A by contacting the latter at their postal address or email address dpo@tram.cat

They are entitled to file a claim before the competent control authority or if they wish to obtain further information regarding their data protection rights, they may do so by contacting the Catalan Data Protection Agency (<http://apdcat.gencat.cat>)

APPLICABLE LEGISLATION

These general conditions and agreement for the use of TRAM's open data are based on those which may be applicable, including the following legal regulations in force:

- Royal Legislative Decree 1/1996, of 12 April, approving the redrafted text of the Intellectual Property Law.
- Organic Law 3/2018, of 5 September, on protection of personal data and guarantee of digital rights.
- Regulation (EU) 2016/679 of the Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

COURTS

The parties submit to the Courts and Tribunals of Barcelona city for resolving all judicial disputes that may arise.