



Licence Notice of « Toots » program

Preface

The HARMONICA (HARMOnised Noise Information for Citizens and Authorities) project, co-funded through the Life 2010 programme, has developed an innovative, easy-to-understand, noise index (the Harmonica Index) in order to:

- facilitate the understanding of noise in different European cities ;
- increase the assimilation of the noise issue by the general public and public authorities ;
- promote the development of environmental noise policies.

The Harmonica Index is calculated on an hourly basis and requires at least 80% of available LAeq,1s noise values to be calculated. Average values of the Harmonica Index are then calculated for day-time, night-time and 24 hours periods.

Bruitparif set up www.noiseineu.eu website to provide noise information from major cities and regions and to share and disseminate new approaches, tools and informations between them.

To make participation and dissemination as broad and easy as possible, all European cities and organisations are encouraged to calculate the Harmonica index on their own noise measurements data and to send them into www.noiseineu.eu.

To facilitate the implementation and the dissemination of the Harmonica Index, Bruitparif has developed a Windows program named « Toots ».

Whilst people are encouraged to use the « Toots » program in order to test the Harmonica Index, the use of the « Toots » program is subject to certain conditions to ascertain consistency now and in the future between the various users. This agreement/license is meant to assure this.

Licence

1. Bruitparif and Acoucité are the exclusive owners of all intellectual property rights on the methodology of the Harmonica Index and its graphical representation.
2. Bruitparif is the exclusive owner of all intellectual property rights on the www.noiseineu.eu platform, on the « Toots » program and its associated documentation.
3. In order to enable the User to use the « Toots » program, the associated documentation and the Harmonica Index formula for his own business purposes the Owners hereby grant to the User a nonexclusive, limited, non transferable, revocable, worldwide right to:
 - a) reproduce the documentation and Harmonica Index formula for scientific purposes in electronic or non electronic form (e.g. displaying, storage, printout) ;
 - b) use the « Toots » program, the associated documentation and/or the Harmonica Index formula for informational and educational purposes only. These tools or results obtained through the use of them can not be used for commercial purposes ;
 - c) communicate the Harmonica Index results to the public in material or non-material form, provided that proper references to the source of the Harmonica Index are made.
4. Other rights than those mentioned in section 3 are not granted to the User.
5. The rights granted to the User under section 3 only apply to the latest version of « Toots », the Harmonica Index calculation program, or the associated documentation. Any rights granted to the User concerning a previous version of the program will be automatically revoked as soon as a new version is available. Registered Users will be informed of available updates of the « Toots » program by email.
6. Any usage of the « Toots » program, the associated documentation or the Harmonica Index formula outside the scope of this licence constitutes an infringement of Owners intellectual property rights and is a material breach of this licence.
7. The Owners liability for all material damages arising out of the use or inability to use the « Toots » program, the documentation and/or the Harmonica Index formula (including but not limited to loss of data or data being rendered inaccurate or losses sustained by the User or third parties) is excluded, provided that the damage was not the result of intent or gross negligence of the Owners.

Help and assistance

At any step, the webmaster of NoiseInEU website can help you if needed.

Just send an email to: join@noiseineu.eu

Acceptance of the terms of the licence by the User
(to be sent back, once filled and signed, by email to: join@noiseineu.eu)

Organism :.....

Represented by :.....

Address :.....

Accepts the terms of the licence.

Date :.....

Stamp and signature :