

政府資料開放授權條款 - 第 1 版

中華民國 104 年 7 月 27 日訂定

為便利民眾共享及應用政府資料、促進及活化政府資料應用、結合民間創意提升政府資料品質及價值、優化政府服務品質，訂定本條款。

一、定義

(一)資料提供機關：指將職權範圍內取得或作成之各類電子資料，透過本條款釋出予公眾之政府機關（構）、公營事業機構、公立學校及行政法人。

(二)使用者：指依本條款規定取得開放資料，並對其利用之自然人、法人或團體，包括依本條款授權使用者再轉授權利用之人或團體。

(三)開放資料：指資料提供機關擁有完整著作財產權，或經授權得再轉授權第三人利用之資料，並以公開、可修改，且無不必要技術限制之格式提供者，包括但不限於下列著作：

1. 編輯著作：選擇、編排具有創作性，而可受著作權法保護之資料庫或其他結構化資料組合。

2. 素材：指開放資料集合物中，其他可受著作權法保護之獨立著作。

(四)衍生物：指依本條款所提供之開放資料，進行後續重製、改作、編輯或為其他方式利用之修改物。

(五)資訊：指不受著作權法保護之純粹紀錄，並隨同開放資料一併提供者。前揭資訊除本條款授與權利之規定外，比照有關開放資料之規定辦理。

二、授與權利

(一)各機關所提供之開放資料，授權使用者不限目的、時間及地域、非專屬、不可撤回、免授權金進行利用，利用之方式包括重製、散布、公開傳輸、公開播送、公開口述、公開上映、公開演出、編輯、改作，包括但不限於開發各種產品或服務型態之衍生物。

(二)使用者得再轉授權他人為前項之利用。

(三)使用者依本條款規定利用開放資料，無須另行取得各資料提供機關之書面或其他方式授權。

(四)本條款之授權範圍不包括專利權及商標權。

三、課予義務

(一)使用者利用依本條款提供之開放資料，視為同意遵守本條款之各項規定，並應以尊重第三人著作人格權之方式利用之。

(二)使用者利用依本條款提供之開放資料，及後續之衍生物，應以符合附件所示「顯名聲明」要求之方式，明確標示原資料提供機關之相關聲明；未盡顯名標示義務者，視為自始未取得開放資料之授權。

四、版本更新及授權轉換

(一)本條款如有修正，依舊條款提供之開放資料，於新條款公告時，使用者得選擇採用新條款利用。但原資料提供機關，於提供開放資料時，已訂明其使用之特定版本條款者，不在此限。

(二)本條款與「創用 CC 授權 姓名標示 4.0 國際版本」相容，使用者依本條款利用開放資料，如後續以「創用 CC 授權 姓名標示 4.0 國際版本」規定之方式利用，視為符合本條款之規定。

五、停止提供

有下列情形之一者，各資料提供機關得停止全部或一部開放資料之提供，使用者不得向資料提供機關請求任何賠償或補償：

1. 因情事變更或其他正當事由，致各資料提供機關評估繼續提供該開放資料供公眾使用，已不符合公共利益之要求。
2. 所提供之開放資料，有侵害第三人智慧財產權、隱私權或其他法律上利益之虞。

六、免責聲明

(一)依本條款提供之開放資料，不構成任何資料提供機關申述、保證或暗示其推薦、同意、許可或核准之意思表示；各資料提供機關僅於知悉其所提供之開放資料有錯誤或遺漏時，負修正及補充之責。

(二)使用者利用依本條款提供之開放資料，受有損害或損失，或致第三人受有損害或損失，而遭求償者，除法令另有規定外，各資料提供機關不負任何賠償或補償之責。

(三)使用者利用依本條款提供之開放資料，因故意或過失，致資料提供機關遭受損害，或第三人因此向資料提供機關請求賠償損害，使用者應對各機關負賠償責任。

七、準據法

本條款之解釋、效力、履行及其他未盡事宜，以中華民國法律為準據法。

附件：顯名聲明

- 提供機關 / 單位 [年份] [開放資料釋出名稱與版本號]
- 此開放資料依政府資料開放授權條款 (Open Government Data License) 進行公眾釋出，使用者於遵守本條款各項規定之前提下，得利用之。
- 政府資料開放授權條款：<http://data.gov.tw/license>

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7. Governing Law

7.1. The interpretation, validity, enforcement and matters not mentioned herein for the License is governed by the Laws of Republic of China (Taiwan).

Exhibit - Attribution

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