



Terms and Conditions for DGA Open Government License

Version 1.0

10 June 2021

Terms and Conditions for DGA Open Government License

Open Government Data Platform provided by Digital Government Development Agency (Public Organization) (DGA), is broadly facilitated the public and government organizations by digital system. DGA supports government organizations to share or connect their data to the public, openly published on the website at <https://data.go.th>, for the purposes of transparently providing data search and access to the public as well as promoting their involvement in and inspection on governmental activities and encouraging them to further use the data to develop innovations and services, which would be beneficial to the country in certain aspects.

The user will be able to use the data, which are contained on Open Government Data Platform or thereunder, under the agreement to be bound by and comply with the following terms and conditions for DGA Open Government License.

Definitions

“Terms” means the terms and conditions for DGA Open Government License

“Data” means information are presented as facts or others as the same meaning. Whether such presentation could be known or assumed by its conditions or conveying through any methods, and whether it would be in any forms of documents, files, reports, books, charts, maps, pictures, photos, satellite imaginaries, films, videos or voice records, information stored in or processed by a computer, measuring tools, remote sensing or other methods which are used to present thereof.

“Government Open Data” means Open Data in any digital forms whereof government organizations have to disclose to the public in accordance with the laws related to the digitalization of the Official Information, where are transparently reachable for the public, not restricted under the limitation of platforms, without any fees of publishing, copying, or benefitally processing such Data with no limitation under lawful purposes.

“User” means individuals, including body of persons, juristic persons, agencies and organizations, wherever within or outside of the country, access to use the Data, which are published on or throughout Open Government Data Platform, and agree with the Terms.

“Service Provider” means personnel, staffs or administors of Open Government Data Platform.

“DGA” means Digital Government Development Agency (Public Organization)

“Open Government Data Platform” means information technology management system and network, which DGA has established to facilitate government organizations for the purposes of sharing or connecting their Data to the public in digitalization.

“Use of Data” means the processing of Data, either in a whole or in a part, by whatever means or methods under lawful purposes, abided by the User and the agreement of the Terms.

Terms and Conditions of the Terms

When the government organization has published the dataset on Open Government Data Platform, the government organization hereby, at that time, accept and comply with the following terms and conditions. The government organization hereby license the non-exclusive rights to the User in the scope of the Use of Data therefrom, without the limitations of territory or period. The User shall not be required any further authorizations and licensing fees of executing such rights.

Rights and Obligations of the User

The User has rights and obligations on the Use of Data on or throughout Open Government Data Platform as follows:

- 1 The User can copy, publish, distribute or benefitually processing the Data in whatever methods, for the purposes of enhancing services and innovations or other purposes in relation to be the benefits of developing the country’s economy and society.
- 2 The User can apply the Data by any means or methods, of which do not change substantive definitions to be misled from the originals.
- 3 The User can usefully process the Data by means of either gathering the Data therefrom together with other data or utilizing them to be a part of education, analysis, research, service and innovation enhancement or other purposes aiming to be the benefits of the country’s economic and social development.
- 4 The User shall state references for the Use of Data, at all the time, which are referred to the sources of Data and organizations or individuals whom such Data owned by.
- 5 The User shall comply with the applicable standards, the Terms and other rules and regulations pertaining to the open data prescribed by Digital Government Development Commission or DGA, which are currently enforced or will be later enforced.

However, the User shall process the Data hereunder subject to lawful purposes and not against public orders or good morals.

References for the Use of Data from Open Government Data Platform

To Use the Data, either entirely or partially thereof, for uses or hereunder subject to lawful purposes abided by the User, the User shall specify the references to the government organization who is the producer of such Data by stating the sources of Data. Unless the Data

would not be identified such government organization or gathered from several government organizations, in the cases herebefore, the references shall be stated as below:

“The right to Use the Data is subject to the terms and conditions for DGA Open Government License”

The abovementioned references of the source of Data are substantive to this Terms. In case of no reference specified, the Data without the reference deem to be contrary to this Terms.

Exceptions

The permission of the Use of Data under this Terms is not included the exception listed as below:

- (1) The Data which are contained therein are the prohibited data that cannot be disclosed under the applicable laws, unless there is an exception under such applicable law.
- (2) Logos, government’s symbols or the government organization’s or DGA’s official emblems and any symbols related to national identity, unless such logo, symbol or official emblem are inseparably involved in documents or dataset.
- (3) Military insignia and Uniform
- (4) The rights of intellectual property related to the Data such as copyrights, patents, trademarks or other rights as the same meaning, whether such rights owned by individuals, organizations, or other juristic persons, which DGA has no legitimate power to authorize thereof.

TERMS OF WARRANTY

THE USE OF DATA PROCESSED BY THE USER UNDER THIS TERMS SHALL NOT DEEM TO GRANT ANY OFFICIAL RIGHTS, IN RELATION TO SUCH DATA, BETWEEN DGA AND THE USER, WHICH WILL EXECUTE ANY BILATERAL LEGAL STATUS, AND DGA SHALL PROVIDE NO WARRANTY TO THE DATA THEREOF.

LIMITATION OF LIABILITY

THE PROVIDED DATA THAT HAVE BEEN AUTHORIZED TO USE UNDER OPEN GOVERNMENT DATA PLATFORM, ARE RAW DATA WHICH HAVE THE SAME QUALITIES OR CONDITIONS AS THEIR ORIGINALS. DGA DOES NOT STORE, COLLECT OR CREATE THE DATA THEREFROM; ONLY PROVIDES THE OPEN GOVERNMENT DATA PLATFORM IN ORDER TO FACILITATE THE GOVERNMENT ORGANIZATIONS FOR THE PURPOSES OF CENTRALIZING TO PUBLICLY PROVIDE OR CONNECT THE DATA THEREOF TO THE PUBLIC. DGA WILL NOT BE LIABLE FOR THE ACCURACY OR INTEGRITY OF DATA, AND NEITHER DGA NOR THE USER IS AUTHORIZED TO MAKE REPRESENTATIONS ON BEHALF OF THE OTHER, AND THIS WILL NOT CONSTRUE TO CREATE A

RELATIONSHIP OF PARTNERSHIP BETWEEN DGA AND THE USER. DGA SHALL NOT PROVIDE WARRANTIES OR LIABILITIES FOR ANY DAMAGE FROM THE VIOLATIONS OF LAWS INCURRED BY THE USER OR WHOEVER RELATED TO THE USE OF DATA.

DGA RESERVES THE RIGHTS TO TEMPORARILY SUSPEND OR TERMINATE THE PUBLICATION OF DATA ON THE OPEN GOVERNMENT DATA PLATFORM OR TERMINATE THE PROVIDING OF DATA AS IT DEEMS TO BE APPROPRIATE WITHOUT PRIOR NOTICE. DGA SHALL NOT OBLIGATE TO BE LIABLE FOR ANY DAMAGE WHICH MAY ARISE THEREFROM.

Governing Laws

The disclosure of Data under this Terms in adherence to Digitalization of Public Administration and Services Delivery Act, B.E. 2562 (2019), for the purposes of public data or announcement produced and processed by government organizations through digital means and channels for the purposes of encouraging the convenient access of the Data to the public as well as promoting their involvement in and inspection on governmental activities and supporting them to further use the data to develop innovations and services which would be beneficial to the country in certain aspects. The Digital Government Development Commission shall specify the types, forms, and standards of the data disclosed to the public by the Open Government Data Platform. Such specification shall be consistent and compatible with universally accepted principles of open data.

Inquiry of the Sources of Data

The User can inquire the sources of Data under this Terms via the website under a domain name as “Data.go.th” or DGA Contact Center, Tel: 02 612 6060 or email: contact@dga.or.th