

Attachment 3

Consent Form of Regulations Governing Value-added Use

_____ (hereinafter referred to as the “Applicant”) applies for the value-added use of _____ (hereinafter referred to as the “Data”) issued by the National Land Surveying and Mapping Center, Ministry of the Interior and agrees to abide by the terms below:

1. Copyright of the data is owned by the Republic of China (representing authority: the National Land Surveying and Mapping Center, Ministry of the Interior). The Applicant may not use the data to apply to another state or area for registration of copyright or any other intellectual property right.
2. The Applicant has the right of value-added use of the Data, and is prohibited from recording, re-selling, donating, leasing or pledging the original data of the Data. In addition, the Applicant may not transfer the right of value-added use of the Data to a third party or re-license the right to a third party.
3. The Applicant may issue or promote the value-added final product or derived product (hereinafter referred to as the “Value-added Product”) by adding value to the Data by oneself or its mandatory without subject to limitation of varieties and quantities. The value-added process may involve change made to the Data by modification, addition and processing as well as development of geographical information applications. Where the Value-added Product is offered to users via internet, the Applicant may not supply users with the original data of the Data.
4. Where the Applicant mandates another unit (hereinafter referred to as the “Mandated Unit”) to add value to the Data, the Applicant shall be responsible for controlling the use of the Data and, after the completion of the value-added process, collecting the original data of the Data which shall not be disclosed to any other person.
5. The Applicant and the Mandated Unit shall designate specific staff to safekeep the Data and subject the Data to handover, and shall properly use and control the Data pursuant to the Copyright Act, the regulations governing the use of surveying and mapping results and the Classified National Security Information Protection Act.
6. Where the Applicant undertakes the value-added use of the Data, the Applicant is prohibited from engaging in any illegal conduct or violating the relevant right of the National Land Surveying and Mapping Center, Ministry of the Interior. In the case of a breach, the Applicant shall be fully responsible for all legal liabilities and compensations.
7. The Applicant undertakes the value-added use of the Data, the scope of value-added use shall be limited to the purpose of value-added use specified in the application form. Where there is any additional purpose of value-added use, the Applicant shall fill out another application form and notify the National Land Surveying and Mapping Center, Ministry of the Interior for future reference.
8. The Applicant shall label the source of the original data as the National Land Surveying and Mapping Center, Ministry of the Interior in an appropriate place of the Value-added Product, and provide three units of the Value-added Product free of charge to the National Land Surveying and Mapping Center, Ministry of the Interior after such Product is completed (where the Product cannot be carried by any media, a document which fully explains the Product shall be submitted). In addition, the Applicant shall take initiative to provide the sales information, such as name of the Value-added Product, name of the original data supplied by

the National Land Surveying and Mapping Center, Ministry of the Interior, the scope of application of the original data, sales volume and production value for the National Land Surveying and Mapping Center, Ministry of the Interior before the end of June and December each year.

9. Where the Applicant violates any of the above terms, the National Land Surveying and Mapping Center, Ministry of the Interior may terminate the Applicant's right of value-added use, and decline to accept any future application for value-added use of surveying and mapping results filed by the Applicant. The Applicant may not request for the return of paid fees.
10. Where the Applicant has any doubt regarding the Data, the Applicant shall raise the doubt in writing to the National Land Surveying and Mapping Center, Ministry of the Interior for examination and handling.
11. The Data supplied are only for reference of relative spatial positions. The National Land Surveying and Mapping Center, Ministry of the Interior does not provide evidence of the precision and accuracy of the Data and shall not be held legally liable in any way. To determine the right over the actual boundary of land shall be based on the results of land boundaries supplied by the land office.
12. The National Land Surveying and Mapping Center, Ministry of the Interior is not liable for any guarantee and damage arising from the Value-Added Product which is produced by the Applicant's value-added use.

Submitted to

The National Land Surveying and Mapping Center, Ministry of the Interior

Applicant :
Representative :
Address :
Tel :
Custodian :

Please affix the seal of
the institution,
organization or company

(If there is no mandated unit, the following is not required to be filled out.)

Mandatory :
Business registration
No. :
Representative :
Identification No. :
Address :
Person in charge :
Tel :

Please affix the
seal of the
representative

MM/ DD/ YY