

Spatial Information Pricing and Licensing Guidelines

Part of Victoria's Spatial Information Management Framework
Second Edition

The Victorian Spatial Council was established under the Victorian Spatial Information Strategy 2004-2007 to support the advancement of Victoria's social, economic and environmental goals through the provision and application of spatial information. It does this by providing a coordinated approach to spatial information policy, development and management, and facilitating opportunities for greater partnership building, collaboration, cooperation and education.



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VSC CHAIRMAN'S FOREWORD

The Victorian Spatial Information Management Framework consolidates the policies, principles and guidelines for information management that were articulated by both the Victorian Geospatial Information Strategy 2000-03 and the Victorian Spatial Information Strategy 2004-07.

The Framework aims to support the effective use of spatial information to support Victoria's social, environmental and economic goals through the establishment of institutional arrangements for developing spatial information; creating and maintaining spatial information; making spatial information accessible and available; and strategic development of technology and applications.

The custodian of spatial information is at the heart of the Spatial Information Management Framework. Its policies set out the minimum requirements for custodians to manage their datasets, while a set of underlying principles provide the foundation for enabling them to maintain these datasets and ensure all Victorians are aware of and have ready access to them.

These principles address all elements of the Spatial Data Infrastructure of Victoria: *governance, custodianship, framework information, business information, quality, metadata, awareness, access, pricing and licensing, and privacy.*

The Framework is accompanied by ten Guideline documents to assist custodians in the implementation of these policies and principles. These *Spatial Information Pricing and Licensing Guidelines* provide an introduction to Victoria's approach to pricing and licensing: who it applies to, Government pricing and licensing policies, and how to approach the pricing decision.

The Guideline documents are also intended to be accessible to the general reader by setting out fully the basis on which the Framework will be delivered.

The Victorian Spatial Council is Victoria's principal coordinating body for spatial information, with a mandate to develop policy and promote best practice for spatial information management. These *Pricing and Licensing Guidelines* are a key contributor to the Spatial Information Management Framework's objective to make spatial information accessible and useable. It is intended that they will be informed by practical experience, and contributions to future editions are welcome from practitioners and readers alike.



Olaf Hedberg
Chair, Victorian Spatial Council

INTRODUCTION

The Spatial Information Management Framework

The Spatial Information Management Framework is Victoria's best practice approach for establishing and retaining consistency in the management of spatial information across all organisations – whether public or private – with a role or interest in doing so.

Its objective is that spatial information be made as accessible as possible.

The Victorian Spatial Council has endorsed the development of the Framework because a coordinated approach to information management provides the greatest opportunity to:

- reduce duplication of datasets, systems and processes, and increase consolidation, leading to more efficient spending on spatial information
- optimise investment and develop partnerships across the spatial information community (public, private and academic sectors)
- deliver higher quality datasets
- improve access to spatial information

Management of spatial information by participants in the Framework should facilitate its effective use, based on four key principles: that the spatial information will:

- represent the definitive and authoritative source of the data it contains
- be managed by designated custodians
- be accessible and available to all members of the community, except where confidentiality and commercially sensitive conditions apply
- be able to be combined with other spatial information products for the purposes of analysis and decision making

The Spatial Information Management Framework provides a holistic approach to managing spatial information in Victoria, encompassing the

1. **institutional arrangements for developing spatial information;**
2. requirements for **creating and maintaining spatial information;**
3. mechanisms for **making spatial information accessible** and available; and
4. **strategic development of technology and applications.**

Together, these components of the Framework create Victoria's Spatial Data Infrastructure (SDI).

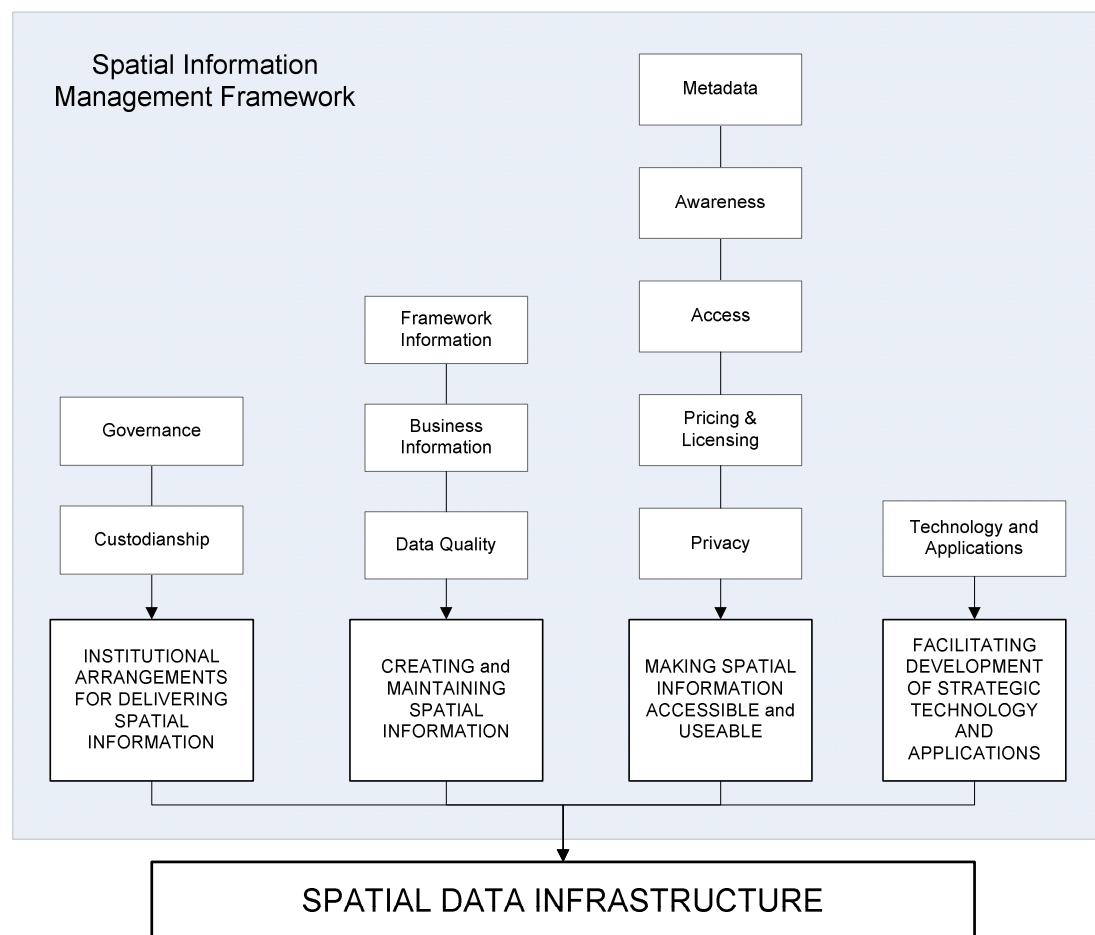
The SDI is an enabler – a mechanism for making data available and for sharing and exchanging it to enhance the achievement of social, environmental and economic goals. Behind it are the myriad of activities that create the conditions in which that sharing and exchange can take place, ie the development of the data, technology, policies, institutional arrangements and capacity building (ie equipping people to use the technology and information).

The Framework allows for the management of these elements in an integrated way to provide an environment for the effective use of spatial information.

This integrated approach is illustrated in Figure 1.

The Framework is supported by policies and guidelines that provide the formal requirements for implementing it, and tools and resources to support those responsible for that task.

Figure 1: The Victorian Spatial Information Management Framework



Separate Guidelines have been prepared for the following components of the Framework:

- Governance
- Custodianship
- Framework Information
- Business Information
- Data Quality
- Metadata
- Awareness
- Access
- Pricing and Licensing
- Privacy

The purpose of the Guidelines is to explain the policies and principles outlined in the relevant component of the Framework, and to describe activities that will support their application in implementing it.

It is envisioned that these Guidelines will vary over the life of the Framework as new information, policies, and procedures are developed, and as new issues arise.

This Document

It is intended that the Guidelines be read in conjunction with the document '*Victoria's Spatial Information Management Framework and Directory of resources*', also produced by the Victorian Spatial Council.

These Spatial Information Pricing and Licensing Guidelines have three sections.

- Part A is an overview of the spatial information pricing and licensing policies of the Spatial Information Management Framework.
- Part B provides a guide to the pricing principles that apply in Victoria. It is intended to provide a basis for data custodians to determine the pricing requirements for their datasets.
- Part C describes the basis for licensing spatial information in Victoria.

THE GUIDELINES

PART A – INTRODUCTION

Background

The basis of Victoria's strategic framework for spatial information is establishing the conditions that make it accessible and able to be used in ways that advance the strategic, economic, environmental and social goals of government, business, the community sector, the professions and academia.

This objective is supported by a core set of principles for spatial information management around custodianship, metadata, quality, privacy, pricing and licensing.

The objectives with respect to pricing and licensing are to make spatial information more affordable within the context of government policy for pricing government products and services.

Victoria's approach to pricing was introduced in 1997 (under the spatial information strategy for 1997-2000, *Building the Foundations*) to achieve the 'greatest possible use' of spatial information, and 'create and stimulate the growth of markets' for spatial information.

Since then, the objectives for pricing have been that spatial information should be priced to encourage its use, and that access will not be limited by price.

The overall basis for setting prices and licensing conditions is the need to maintain data as well as protect copyright and intellectual property (the investment in the data).

The Spatial Information Management Framework also makes clear that setting pricing and licensing conditions is one of the key responsibilities of a custodian, along with data quality, metadata, access, awareness and privacy. The *Spatial Information Custodianship Guidelines* and these *Spatial Information Pricing and Licensing Guidelines* together provide guidance to custodians in making these decisions.

Purpose

The purpose of the *Spatial Information Pricing and Licensing Guidelines* is to provide custodians with a basis for setting a price for spatial information and licensing its use, starting from the basis of Government policy, and enabling them to

- maximise the benefits of their spatial information by maximizing access to it, and
- facilitate the greatest possible use of their spatial information.

Spatial Information Pricing and Licensing Policies

The Spatial Information Management Framework is based on the application of consistent information management principles across a distributed network of autonomous data custodians operating throughout the whole spatial information community.

Under the coordinated information framework, participants will be required to commit to the information management and custodianship principles; develop spatial information related programs within the framework; and integrate spatial information into their business systems.

The principles on which pricing have been based are:

- Prices should not be an impediment to use.
- Revenue obtained from distributing spatial information should be used to maintain and develop it to the standard required by users.

These goals are expressed in the policy that has been set out in the Spatial Information Management Framework:

A whole of government pricing policy will apply to all Government agencies.

Pricing of spatial information developed and made available by Government agencies will be based on cost recovery, except where a price is set down in statutes or regulations.

Standard licence conditions will be adopted for all spatial information made available by Government agencies.

Specific outcomes for pricing include:

- simple criteria for determining the price of State government spatial information;
- provision of State government spatial information under a published and accepted pricing rationale;
- provision of State government spatial information at the lowest possible price that ensures sustainable, ongoing maintenance to required quality standards; and
- an appropriate revenue return to State government for its spatial information products and services.

Specific outcomes for licensing include:

- use of licences or other such agreements to set out clearly the terms and conditions that apply to the use of the spatial information; and
- provision of spatial information under published and accepted terms and conditions.

PART B – SETTING PRICES FOR SPATIAL INFORMATION PRODUCTS AND SERVICES

Who these Guidelines apply to

The *Spatial Information Pricing and Licensing Guidelines* are intended for use by custodians of Victorian State Government spatial information. Spatial information developed and managed by the private sector is not covered by this document.

The spatial information industry plays an increasingly important role in Victoria's information economy. As such it is expected that most industry participants (commercial and non-government) will conduct their activities on a commercial basis, and will price and market their products and services according to normal commercial imperatives.

In contrast, State government agencies may have a range of motives for providing spatial information based on advancing government policy and objectives, and public good.

It is possible that there will be circumstances under which some public sector agencies may provide spatial information on a commercial basis. In this case, 'it is appropriate for charges to be set at the commercial market price – even if this implies a level that exceeds full cost recovery' (DTF, 2007, p.7).

The Victorian Government's *Cost Recovery Guidelines* provide a framework for addressing these and other considerations when making a decision on the pricing arrangements for government products and services.

Pricing datasets managed by government agencies

A pricing approach that encourages use of spatial information by minimising licensing and delivery costs, while at the same time providing a revenue base needed for custodians to maintain spatial information to the standard required by users, should be adopted.

The arrangements for pricing by Government agencies may be set out in statutes or regulations, or through other policy statements and guidelines.

In Victoria, the policies and guidelines that are relevant to these *Spatial Information Pricing and Licensing Guidelines* are the *Cost Recovery Guidelines* (DTF, 2007), and the Victorian *Competitive Neutrality Policy* (DTF, 2000a) and *Competitive Neutrality Policy Guide to Implementation* (DTF, 2000b) – see the list of references for full details.

Prices set out in statutes or regulations

For State government, where price has been set down through a statutory or regulatory process, the price for spatial information will be as specified in the statute or regulation.

There are spatial information products and services for which a price has been set down in statutes or regulations, usually on the basis of cost recovery for a particular product or service. These reflect government policy and objectives, as expressed in legislation or regulation; no other pricing requirements need to be considered.

Prices set through other policy statements and guidelines

Two other major policy requirements set by the Victorian Government are *cost recovery* and *competitive neutrality*.

These are set out in the *Cost Recovery Guidelines* (DTF, 2007) and the *Competitive Neutrality Policy* (DTF, 2000a).

Under the *Cost Recovery Guidelines*, ‘general government policy is that ... user charges should be set on a full cost recovery basis’; in particular circumstances however, ‘it may be desirable to recover at less than full cost, or not to recover costs’ (p.6).

Under the *Competitive Neutrality Policy*, products and services supplied on a commercial basis in an open market may be set above full cost recovery.

A third policy requirement specifically associated with the provision of spatial information, issued in 2003, is that *pricing of government spatial information should reflect the value attributed to the data by its users as well as the full cost of producing the data.*

In line with these policies, the default pricing position for spatial information is full cost recovery but agencies may decide not to recover all or any costs in certain circumstances (which are outlined below).

Taking the above requirements into account, the pricing decision for spatial information should consider the following factors:

- cost recovery — the opportunity for agencies to generate revenue to provide for maintenance and development of spatial information to the standards required by users;
- competitive neutrality; and
- other considerations, such as community service obligations (subsidies), credits, industry development, education, and the public interest.

- **Cost recovery**

The Victorian Government’s position on cost recovery is set out in the *Cost Recovery Guidelines* (DTF, 2007). The purpose of the Guidelines is to

‘clarify the Government’s policy principles underpinning cost recovery arrangements, and provide a rigorous framework for use by government departments, agencies and regulators when considering, developing and/or reviewing cost recovery arrangements’ (p.1).

The *Cost Recovery Guidelines* set out a framework for ensuring that agencies develop ‘transparent, efficient, effective’ cost recovery arrangements ‘consistent with legislative requirements and government policy’ (p.1).

This framework provides theoretical and practical information for analysing and evaluating the factors involved in making the pricing decision. ‘The preferred [pricing] option will then depend on the relative weights given to different criteria, such as efficiency and equity, and on implementation factors’ (p.1).

Therefore

‘it is important that government departments, agencies and regulators develop their own cost recovery arrangements that customise the central framework to meet their own particular circumstances, while ensuring that their arrangements are consistent with the Government’s expectations’ (p.1).

The VSC’s *Spatial Information Pricing Methodology* which accompanies these Guidelines provides such an approach for spatial information custodians to consider when pricing their datasets.

Definition of cost recovery

Cost recovery is the recovery of some or all of the costs of undertaking a particular activity. Governments may choose to recover these costs for a range of reasons, such as improving efficiency and equity outcomes.

A key element of the cost recovery approach is that the product or service provided by the government provides a ‘private benefit’, whether to ‘individuals, entities or groups’ (p.4).

Why governments choose to recover costs

Governments may choose to recover costs for a range of reasons, particularly to improve efficiency and equity outcomes.

- Efficiency objectives focus on ensuring that scarce resources are allocated in a way that maximises the net benefit to society.

By requiring payment for goods/services provided by government, cost recovery charges can give important signals to users about the costs of the resources involved in their provision. Full cost recovery ensures that all the relevant costs of bringing the good/service to market are incorporated in the relevant price signals. (p.5)

- Equity objectives can be divided into ‘horizontal’ equity and ‘vertical equity’.

Horizontal equity involves those benefiting from the government good or service ‘having to pay the associated costs. This improves equity because it avoids the situation where all taxpayers have to pay ... regardless of whether or not they benefit’ from that good or service (p.5)

Vertical equity is involves ‘those with greater means contributing proportionately more than those with lesser means’. In that case, government may choose to apply different charges to different groups of users. ‘For example, concessions may be provided on certain charges to particular user groups (e.g. those on low incomes), where the goal is to maximise these groups’ access to certain goods and services’ (p.6).

Victorian Government pricing policy

The *Cost Recovery Guidelines* state that

general government policy is that ... user charges should be set on a full cost recovery basis because it ensures that both efficiency and equity objectives are met (DTF 2007, p.6).

However, there may be ‘situations where it may be desirable to recover at less than full cost, or not to recover costs at all’, for example, where it is not practical, equity considerations outweigh efficiency objectives, or it might adversely affect the achievement of other government objectives (p.6). These are summarised below and discussed in more detail in the *Cost Recovery Guidelines* (see p.7).

Cost recovery is appropriate when it

- advances efficiency, equity and fiscal sustainability objectives
- can be imposed on those who directly benefit from provision of the good or service
- is a cost effective and practical approach
- is feasible and legal
- is consistent with or does not jeopardise other policy objectives, eg competition or innovation

The decision on whether to charge for the delivery of a government good or service, and whether to recover all costs, may also be determined by the ‘economic’ characteristics of the good or service being provided.

The *Cost Recovery Guidelines* define 6 such characteristics (p.10-11), based on a continuum from ‘excludability’ (the extent to someone can be excluded from consuming the good or benefiting from it) to ‘rivalry’ (the extent to which one person’s consumption of the good affects another’s consumption or benefit) (p.10).

These characteristics are described in the table on the following page.

Table 1: Economic characteristics of government goods and services

		Examples	Pricing approach
<i>Pure public goods</i>	Non-excludable and non-rivalrous, ie consumption and the benefits arising from it are available to the community as a whole	National defence Street lighting	Funded by the community as a whole through general taxation
<i>Selective public goods</i>	Beneficiaries are specific groups	Strategic research that benefits a particular industry group	User pays
<i>Club goods</i>	Where people can be excluded from the benefits they provide, but where use by one person (within the 'club') does not detract from its use by another	National parks	User pays
<i>Private goods</i>	Consumption is by one party only, and where benefits only accrue to the consuming party	Birth Certificate	Full cost recovery
<i>Merit goods</i>	The community as a whole desires a higher use of the good or service than would be likely if it were charged at full cost.	Education Health Care	Less than full cost recovery
<i>Goods that generate positive externalities</i>	Consumption of certain goods and services by individuals may generate external benefits to unrelated third parties	Preventative health care eg vaccinations	Less than full cost recovery

Government is involved in the provision of information, including spatial information, because it has public good characteristics – it is non-rivalrous, ie consumption by one person does not prevent others from using it, and it would not be desirable to exclude others from accessing it. It also has 'positive externalities' (or 'spillover' effects) – the provision of information results in a better informed community able to make decisions about their own welfare.

On the other hand, information can be provided for specialist purposes, so its dissemination may be to limited audiences that have a particular interest in it.

The decision on the appropriate price for the spatial information product or service therefore requires close analysis of the purpose for which it has been created and the extent to which it can be applied across the community.

For further discussion of these issues, see the Productivity Commission's 2001 report *Cost Recovery by Government Agencies*, volume 1 (Productivity Commission, 2001).

- **Competitive Neutrality**

The aim of the *Competitive Neutrality Policy* for Victoria is to eliminate 'resource allocation distortions arising out of the public ownership of entities engaged in significant business activities', ie to ensure that 'such activities undertaken by government in markets are done so on a fair and equitable basis'.

Under the Policy, 'significant business activities' of government are determined on a case by case basis, according to such considerations as size of the activity in relation to the size of the market, its influence or impact on the market, or the amount of resources available to it.

Competitive Neutrality measures are required 'to the extent that the benefits to be realised from implementation outweigh the costs'.

Where the activity is neither corporatised nor commercialised, competitive neutrality should be achieved by *full cost reflective pricing*.

The requirement for full cost reflective pricing is that government agencies ‘should aim to recover the full cost of their whole of business activity over the medium to long term’. Full cost reflective pricing takes into account:

- all of the direct and indirect costs that can be attributed to the provision of the good or service; and
- the net cost advantages of public ownership whereby Government businesses (including businesses located within departments) may enjoy a range of potential advantages, and experience a number of potential disadvantages, by virtue of their public ownership.

The Competitive Neutrality Policy provides for a *public interest test* to be undertaken if the agency considers that the application of competitive neutrality would compromise other policy objectives.

A public interest test is undertaken to balance competitive neutrality measures with public policy objectives. Such objectives might include:

- government legislation and policies relating to ecologically sustainable development;
- social welfare and equity considerations, including community service obligations;
- government legislation and policies relating to matters such as occupational health and safety, industrial relations and access and equity;
- economic and regional development, including employment and investment growth;
- the interests of consumers generally or a class of consumers;
- the competitiveness of Australian business; and
- the efficient allocation of resources.

The public interest test should be undertaken in consultation with the community and the outcomes should be documented and publicly available.

- **Other considerations**

The requirement to achieve full cost recovery pricing for spatial information may be relaxed in certain circumstances, for example to benefit the community, to recognise the contributions of users in maintaining the product, or to encourage industry development.

These relaxations may take one of three forms:

- *Subsidy* — the full or partial relaxation of price for community benefit or academic research;
- *Credit* — full or partial relaxation of price for users contributing to the maintenance and development of the product; and
- *Industry development* — full or partial relaxation of price to encourage industry or to increase the application of spatial information.

The criteria and processes used in determining these relaxations must be fully documented and published, so that they are, and seen to be, consistently applied. Where these relaxations are applied:

- the relaxation applies only to the price, not to the requirement for a licence (in all cases spatial information must be provided subject to a licence – see Part C of this Guideline); and
- the value of the relaxation must be recorded, so that the full extent of the use and value of the information product (number of users, and total revenue) can be established. This is necessary to demonstrate the real value of the product and its contribution to government objectives and policies.

There are many ways to deliver government policy; discounts or applying one of many pricing tactics are but some of Government's policy options. The use of discounts and other pricing tactics must be considered in the wider context of the optimal way to deliver policy outcomes.

How to approach the pricing decision

For any specific spatial product or service, the nature, scope, detail and rigour of the price calculation will vary depending on the role of the agency in supplying spatial products and services, the characteristics of the products and services, and the likely demand for them. The extent of effort and resources allocated to the setting of prices should reflect the value of the product and service, ie annual cost to maintain and potential for cost recovery.

In general, the default pricing approach is cost recovery.

Detailed guides to determining price are found in the following documents published by the Department of Treasury and Finance, and the Victorian Competition and Efficiency Commission:

- *Cost Recovery Guidelines*
- *Output Costing Guide*
- *Competitive Neutrality Policy and Competitive Neutrality Policy Guide to Implementation*

A summary pricing model based on these guides has been published that can be used by custodians as an introduction to the steps to be followed when determining the price for spatial products or services. This summary – the Spatial Information Pricing Methodology – has been published on the Council's web site: <http://www.victorianspatialcouncil.org>. Custodians should also contact the Spatial Information Infrastructure division in the Department of Sustainability and Environment at the address inside the front cover of these Guidelines for assistance in setting prices for spatial products and services.

Figure 1 on the following page sets out the key questions that facilitate the decision about when to set a price for access to a spatial product or service, and the appropriate methodology that should be adopted.

The reasons for any relaxation of the cost recovery price should be documented and published. Custodians must determine, based on departmental and State government policy requirements and objectives, whether such relaxations can appropriately be made. These determinations must be publicly available.

Explanatory Notes

1. Refer to 'Who this Guideline applies to' on page 10.
2. If the product or service is developed for internal use only, ie it is not shared or exchanged with users outside the organisation, there is no need to set a price.

The objective of the Spatial Information Management Framework is that as much data be made accessible as possible. Agencies in this position should consider whether there is potential for the product or service to be made available externally. The *Spatial Information Custodianship Guidelines* set out the criteria for determining whether a custodianship arrangement should apply to spatial products and services.

3. A product or service whose fees are set by regulation will be defined in the regulation and the price will be set in accordance with the legislation and/or regulation.
4. If the provision of a product or service is fully funded through the State budget, then there is not likely to be a 'business' activity. For a business to exist there must be a potential for user charging.

In this case, provision of the product or service to external users can be made at the cost of delivery.

5. The *Competitive Neutrality Policy* recommends that assessing whether or not a business activity is 'significant' should be done on a case by case basis. 'Significance' will be based on a number of considerations, including:

- the size of the relevant business activity in relation to the size of the relevant market;
- the influence or competitive impact of the business activity in the relevant market;
- the resources the business activity commands and the effect of poor performance; and
- whether the costs of providing the goods or services by the entity are being predominantly met by users.

See the *Competitive Neutrality Policy*, page 16 and *Competitive Neutrality Guide to Implementation*, page 3.

The procedure for calculating the competitively neutral cost and price is defined by the *Competitive Neutrality Policy Guide to Implementation* as defining the output; attributing full costs; adding competitive advantages; subtracting competitive disadvantages; deriving the competitively neutral cost; and setting the price to recover net competitively neutral cost.

6. The fully distributed cost method of calculating the cost recovery price forms the basis of Victoria's pricing and costing policies and guidelines (eg see *Competitive Neutral Policy Implementation Guidelines*, page 10).

The Fully Distributed Cost method (also known as 'full cost reflective pricing', or 'full cost pricing') calculates all costs required to produce the product, whether direct or indirect.

Indirect costs are those that are not incurred exclusively in the development of the product, eg overheads.

They may be allocated as a proportion of:

- staff involved in the activity as a percentage of total staff;
- the direct resource use of the activity as a percentage of total resource use; or
- the budget for the activity as a percentage of the total business budget.

Other methods that can be used are 'marginal cost' pricing, which calculates the cost of producing an additional unit of the product or service, and 'avoidable cost' pricing, which calculates the cost of the activity by considering the additional direct cost that the agency could avoid if it did not undertake the activity. These are described in the *Spatial Information Pricing Methodology*.

PART C – LICENSING

Unlike the case with most other products and services, users do not purchase spatial information products and services; rather they enter into licensing or other such agreements with the custodian to use that information. These licences set out the terms and conditions that apply to such use and protect the intellectual property that results from the development and maintenance of the spatial information.

Licensing is intended to support the investment that agencies have made in the spatial information of which they are the custodians.

Spatial information as intellectual property

Spatial information is a valuable asset; in the case of a government agency, this asset is held in trust on behalf of the whole community.

The value of this asset resides in its intellectual property (IP), mainly in the form of copyright material and confidential information, and is protected by intellectual property laws. It has the potential to be used or licensed to obtain revenue that can be directed towards the maintenance and further development of the spatial information. Many of the provisions of the *Spatial Information Pricing and Licensing Guidelines* are designed to assist with the protection of the intellectual property asset.

In addition to the value that the information has to the business unit that collected it in the first place, much of the information has the potential to be used to produce benefits in many different parts of that business unit and beyond. Wider use such as this has the potential to help minimise costly duplication of data collection, maintenance and system development.

Custodians of spatial information should ensure that its distribution and use is in accordance with licences, agreements or other appropriate mechanisms that effectively manage the risks associated with the use of the information. The custodian of spatial information maintains intellectual property rights over that information. The organisation acting as a data custodian will be responsible for maintaining copyright provisions and ensuring that use of the information does not infringe any privacy or confidentiality requirements.

Objectives of licensing use of spatial information

A licensing arrangement supports a number of objectives:

- managing the use of intellectual property;
- clearly setting out supplier and user responsibilities in addressing liability issues;
- developing flexible strategies to promote client loyalty and confidence in on-going supply of information;
- projecting marketing characteristics and revenues to ensure adequate funding for maintenance; and
- complying with competitive neutrality guidelines.

Licences

Two types of licences are generally available:

- Internal use only.
- Commercial use involving on-selling licensed data or information, or using licensed data in a commercial product (this may involve the return of royalties to the custodian).

Royalties apply to commercial exploitation of data to sell new, or value-added, products and services that will return a revenue stream. A commercial use licence will apply to those value-added products

and services that effectively on-sell the original data in a modified form, whether they include all or only part of the original data.

An example of a Spatial Information Licence Agreement (a data access agreement) is shown on the following pages.

Generic Licence Agreement

No Signature – With Consideration

DATA ACCESS LICENCE AGREEMENT

WARNING: PERMISSION TO USE THE LICENSED MATERIAL THAT ACCOMPANIES THIS AGREEMENT IS CONDITIONAL UPON YOU, THE CUSTOMER (LICENSEE) ACCEPTING THE TERMS SET OUT BELOW.

1. Definitions

In this Agreement the following terms shall have the meanings set out below, unless the context requires otherwise.

“**Agreement**” means this Licence Agreement and includes the Schedule and any annexures or documents incorporated by reference;

“**Code of Practice**” means a code of practice as defined in, and approved under, the *Information Privacy Act 2000 (Vic)*;

“**Commencement Date**” is the date specified in the Schedule;

“**Commercialise**” or a derivation of that word in respect of the Licensed Material or a product or service derived from the Licensed Material, includes distributing, giving away, selling, letting for hire, or by way of trade, offering or exposing for sale or hire any article embodying the Licensed Material or any product or service derived from or incorporating the Licensed Material;

“**Enhancement**” or a derivation of that word, in relation to the Licensed Material, includes any modification, adaptation or redevelopment of the Licensed Material, any work derived from the Licensed Material, machine readable representations of any of the foregoing and any associated material intended at the time of its creation to be used primarily in conjunction with the Licensed Material;

“**Fee**” is the fee or fees specified in the Schedule payable by the Licensee to the Licensor (or the Licensor’s Agent) for the use of the Licensed Material;

“**Further Term**” means such further term of this Licence as granted from time to time (for whatever period) by the Licensor on payment of the Renewal Fee;

“**GST**” means any tax imposed under the GST Law and includes GST within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999 (Cwlth)* as amended from time to time;

“**Information Privacy Principles**” means the Information Privacy Principles set out in the *Information Privacy Act 2000 (Vic)*;

“**Licence**” is the Licence granted pursuant to this Agreement by the Licensor to the Licensee for the use of the Licensed Material;

“**Licensed Material**” means the material so described in the Schedule the subject of this Agreement and any Enhancement thereto;

“**Licensee**” is the party specified as such in the Schedule;

“**Licensor**” means the State of Victoria;

“**Permitted Number of Computers**” means the number of computers, as set out in the Schedule, that are permitted to store or have access to the Licensed Material;

“**Renewal Fee**” means the fee payable to the Licensor for the grant of a Further Term of the Licence, which fee may be reviewed by the Licensor at any time and varied with respect to each such Further Term as the Licensor considers appropriate;

“**Third Party Licensed Material**” means material (if any) so described in the Schedule which is owned by a third party and is incorporated in the Licensed Material or accompanies the Licensed Material; and

“**Term**” means the term of this Licence as specified in the Schedule.

2. Scope of Agreement

- 2.1 Subject to the terms and conditions of this Agreement, the Licensor grants to the Licensee a non-transferable and non-exclusive licence to use the Licensed Material for the purposes set out in the Schedule.

3. Acceptance

The Licensee accepts or is deemed to have accepted the terms of the Licence upon:

- (a) when delivery of the Licensed Material is by CD or other physical form of delivery and a Licence has not previously been signed in respect of that Licensed Material -; upon opening the sealed package containing the Licensed Material;
- (b) when delivery of the Licensed Material is by email -; upon dispatching an email addressed to the Licensor agreeing to the terms of the Licence;
- (c) when delivery of the Licensed Material is by the Internet -; upon acknowledgment of your acceptance of the terms of the licence by pressing the agreement button on the screen;
- (d) if delivery of the Licensed Material is by a method other than those referred to in (a), (b) or (c) of this sub-clause 3; upon signing this Licence.

4. Duration of Licence

- 4.1 Subject to the Licensor granting the Licensee a Further Term, this Agreement commences on the Commencement Date and will continue for the Term.
- 4.2 The Licensor may offer the Licensee a Further Term by notifying the Licensee in writing of such offer and of the Renewal Fee payable with respect to such Further Term and the date by which the Renewal Fee must be paid. If, prior to or upon expiration of the Term, the Licensor offers in writing to renew the Licence for a Further Term under this sub-clause 4.2, the Licence shall, subject to the payment of the Renewal Fee by the date set for that Further Term, continue for the period of such Further Term. The Licence renewed under this clause shall be on the same terms and conditions as set out in this Agreement, subject to any variations agreed to in writing by the Licensor and save that the Renewal Fee for any Further Term of the Licence may be varied by the Licensor.
- 4.3 If, upon expiration of the Term (or Further Term) of the Licence, the Licensee does not renew the Licence for a Further Term, then the Licensee or its representative shall destroy any remaining copies of the Licensed Material and any information or other documentation associated with it or otherwise return or dispose of such Licensed Material and information in the manner directed by the Licensor.

5. Permitted Number of Computers and Audit

- 5.1 This Licence entitles the Licensee to load one copy of the Licensed Material onto a hard disk or other storage device of up to the Permitted Number of Computers set out in the Schedule.
- 5.2 The Licensee may load one copy of the Licensed Material on a single file server for the purposes of:
 - (a) downloading the Licensed Material onto a hard disk or other storage device of up to the Permitted Number of Computers that are on the same network as the file server; and/or
 - (b) providing access to the Licensed Material to network computers or terminals (being computers with no hard disk or other storage device) up to the Permitted Number of Computers that are on the same network as the file server.No other network use is permitted.
- 5.3 Any calculation of the Permitted Number of Computers shall include all computers of the Licensee that store or have access to the Licensed Material, whether pursuant to sub-clause 5.1, 5.2 (a) or 5.2 (b).
- 5.4 The Licensor shall, upon reasonable notice being given by the Licensor, be permitted to attend at the Licensee's premises at any time during normal business hours and conduct such tests on the Licensee's computer equipment as is necessary to verify the number of computers on which the Licensed Material is, or has been, displayed or used. The Licensor shall keep confidential any information of the Licensee which comes to the Licensor's attention whilst carrying out such tests other than information concerning the use and display of the Licensed Material.

6. Licence Conditions

- 6.1 The Licensor warrants it has the right and authority to grant the Licence to the Licensee.
- 6.2 Except as provided for in this Agreement and subject to sub-clause 6.3 the Licensee shall not copy or reproduce the Licensed Material without the Licensor's prior written consent.
- 6.3 The Licensee shall keep the Licensed Material confidential and shall not Commercialise or otherwise disclose the Licensed Material or any product or service derived from the Licensed Material to any third party unless specifically provided by this Agreement. The Licensee may make Enhancements to the Licensed Material for the purposes set out in the Schedule but may not Commercialise or otherwise disclose the Licensed Material so Enhanced or the Enhancements to any third party other than in accordance with sub-clause 6.6.
- 6.4 The Licensee may make copies of the Licensed Material for the purpose of back-up and security only. The Licensee shall at all times acknowledge such copies as the property of the Licensor. The terms of this Agreement apply to the said copies.
- 6.5 The Licensee may only use the Licensed Material for the purposes set out in the Schedule.
- 6.6 The Licensee may permit its consultants, contractors or sub-contractors (in this Agreement referred to as "Consultants") to use the Licensed Material for the purposes described in sub-clause 6.5, provided that the Licensee takes all necessary steps and imposes the necessary conditions to ensure that the Consultants using the Licensed Material keep the Licensed Material (including any Enhanced Licensed Material) confidential and do not Commercialise or disclose it to any third person or use it other than in accordance with the terms of this Agreement. Consultants must not retain copies of the Licensed Material after ceasing to be employed or engaged by the Licensee. The Licensee shall take the necessary steps to impose and enforce this condition.
- 6.7 If the Licensee discovers any error or omission in the Licensed Material it should notify the Licensor accordingly. The Licensee agrees that the Licensor is entitled to make use of such information and include it in the Licensed Material supplied to third parties where the supply of the Licensed Material is specifically allowed by the terms of this Agreement. If a taxable supply within the meaning of the GST Act is made pursuant to this sub-clause 6.7, GST must be included in the price of the supply.
- 6.8 The Licensee acknowledges that there is no transfer of title or ownership of the Licensed Material, and that the copyright and intellectual property in the Licensed Material other than the Third Party Licensed Material shall remain the property of the Licensor and the Licensee shall not deal with the Licensed Material inconsistently therewith and shall not intentionally destroy the Licensed Material except as provided by clauses 4, 13 and 14.

- 6.9 The Licensee shall be supplied with the Licensed Material in the format and in the media set out in the Schedule.
- 6.10 Where the Licensee uses the Licensed Material as permitted under this agreement to produce information products of whatever nature (including analytical, digital or analogue products), the Licensee shall ensure that such products are endorsed with a notice indicating the origin and currency of the Licensed Material, the State of Victoria's ownership and copyright of the Licensed Material and a disclaimer in the terms set out below:
- The State of Victoria does not warrant the accuracy or completeness of information in this publication and any person using or relying upon such information does so on the basis that the State of Victoria shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.
- 6.11 The Licensee shall notify the Licensor of any change to the Licensee's address immediately on the occurrence thereof.

7. Interests of Third Parties

- 7.1 The Licensee acknowledges that copyright in the Third Party Licensed Material is owned by a third party. The Licensor warrants that it is permitted to supply the Third Party Licensed Material to the Licensee but the Licensee acknowledges that it may be required to enter a separate agreement with the relevant third party.
- 7.2 This Agreement shall apply to any Third Party Licensed Material that is not the subject of a separate agreement with a third party.
- 7.3 The Licensee agrees to indemnify the Licensor against any liability, loss, claim or demand arising out of action or omission taken by the Licensee with respect to the Third Party Licensed Material in breach of this Agreement.

8. Security

- 8.1 The Licensee shall be solely responsible for the use, supervision, management and control of the Licensed Material provided to the Licensee pursuant to this Agreement.
- 8.2 The Licensee shall make all reasonable efforts to ensure that the Licensed Material is protected at all times from access, use or misuse, damage or destruction by any person not authorised by the Licensor for that purpose.

9. Confidentiality and Privacy

- 9.1 Except for disclosures necessary to meet statutory or regulatory requirements, the Licensee shall treat as confidential the Licensed Material (other than advertising or publicity material) relating in any way to the Licensed Material.
- 9.2 The Licensee shall not without the Licensor's prior consent in writing, copy or disclose or cause to be copied or disclosed the Licensed Material to a third party unless expressly authorised by this Agreement.
- 9.3 The Licensee may only make use of the Licensed Material to the extent necessary to enable the Licensed Material to be used as provided for under this Agreement.
- 9.4 The Licensee may only disclose the Licensed Material to those of its employees by whom it is required to enable the Licensed Material to be used in a manner reasonably contemplated by the Licensor. The Licensee shall ensure that the Licensed Material so disclosed is kept confidential by the employees to whom it is disclosed.
- 9.5 The Licensee shall not use the Licensed Material to produce material or products for the purposes of Commercialisation except as otherwise expressly authorised by this Agreement.
- 9.6 The Licensee's obligations under this clause 9 shall survive the termination of this Agreement.
- 9.7 For the purposes of section 17 of the *Information Privacy Act 2000 (Vic)*, the Licensee is bound by the Information Privacy Principles and any applicable Code of Practice for the purposes of information provided to it by the Licensor pursuant to this Licence in the same way and to the same extent as the Licensor would have been bound in respect of that Act or practice had it been directly done or engaged in by the Licensor.

10. Warranty and Indemnity

- 10.1 The Licensee acknowledges that it has exercised its independent judgement in acquiring the Licensed Material and has not relied on any representation made by the Licensor which has not been stated expressly in this Agreement or upon any descriptions or illustrations or specifications contained in any document including catalogues or publicity material produced by the Licensor.
- 10.2 The Licensee acknowledges that the Licensed Material cannot be guaranteed error free and further acknowledges that the existence of any errors shall not constitute a breach of this Licence.
- 10.3 The Licensor will replace any defective media at no charge subject to notification of the said defect by the Licensee.
- 10.4 In the event any statute implies terms into this Agreement which cannot be lawfully excluded such terms will apply to this Agreement save that the liability of the Licensor for breach of any such implied term will be limited to the replacement of goods to which the breach relates or the supply of equivalent goods (at the discretion of the Licensor).
- 10.5 To the extent permitted by law the Licensor will not be liable for any indirect or consequential damages arising out of a breach of this Licence or arising out of the supply of defective Licensed Material.

- 10.6 The Licensee agrees to indemnify the Licensor and its officers and employees and agents, in respect of all claims for loss, damage, or injury suffered by any person resulting from use by the Licensee or by a third party of the Licensed Material or any part thereof or of materials produced or derived from the Licensed Material.
- 10.7 The Licensed Material may include date related information in a form that could be incorrectly interpreted during processing. The Licensor gives no warranty that such errors will not occur. The Licensee shall establish the precise nature of any date related information included in the Licensed Material when determining how such data may reasonably be used.

11. Copyright

- 11.1 The Licensee acknowledges that the Licensed Material and associated documentation are subject to copyright. The Licensee shall not during or any time after the expiry or termination of this Licence permit any act which infringes that copyright and without limiting the generality of the foregoing the Licensee specifically acknowledges that it may not copy the Licensed Material except as otherwise expressly authorised by the Agreement.

12. Fee and Renewal Fee

- 12.1 The Licensee shall pay the Fee and where applicable the Renewal Fee. The Fee is payable in advance unless otherwise indicated by the Licensor. The Renewal Fee shall apply to such Further Term as notified to the Licensee by the Licensor. The Licence is contingent upon and shall not come into operation until payment of the Fee and subsequently any Renewal Fee.
- 12.2 The Fee and any Renewal Fee payable by the Licensee shall be inclusive of GST but is exclusive of all other taxes, duties and charges imposed or levied in Australia or overseas imposed on or in connection with the Licence including the supply and installation of the Licensed Material.
- 12.3 Without limiting the foregoing, the Licensee shall be liable for all existing and new taxes, duties or charges imposed on or in connection with the Licence or any supplies made under or in connection with this Agreement and the Renewal Fee, shall be increased to reflect any such taxes duties or charges imposed.
- 12.4 The Licensor may at any time, and from time to time, during the Term or any Further Term vary the Renewal Fee as appropriate under this clause 12 by giving the Licensee written notice of such variation. The Renewal Fee increased under this sub-clause 12.4 shall become the Renewal Fee under this Agreement from the date stipulated in such notice.

13. Termination

- 13.1 This Licence may be terminated in the following circumstances:
 - 13.1.1 If either party is in breach of any term of this Agreement; under this Agreement the other party may, by written notice to the party in breach, specify the breach and request that the breach be remedied within 14 days (or any longer period stated in the notice) after the service of the notice. If the party in breach does not remedy the breach within the period stated in the notice given under this clause, the other party may terminate this Agreement immediately by written notice to the party in breach.
 - 13.1.2 If the Licensor terminates this Agreement under sub-clause 13.1.1 the Licensee may be entitled to a pro-rata refund of the Fee based on the number of unexpired days of the Agreement up to a maximum of fifty percent of the Fee.
 - 13.1.3 If the Licensee becomes, threatens or resolves to become the subject of insolvency proceedings;
 - 13.1.4 If the Licensee, being a firm or partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;
 - 13.1.5 If the Licensee intentionally destroys the Licensed Material for any reason; or
 - 13.1.6 If either party advises the other in writing of their intention to terminate this Licence by giving the other party 30 days written notice.
- 13.2 Upon termination the Licensee or its representative shall destroy any remaining copies of the Licensed Material and any documentation associated with it or otherwise return or dispose of such material in the manner directed by the Licensor.
- 13.3 Termination pursuant to this clause shall not affect any rights or remedies which the Licensor or Licensee may have otherwise under this Licence or at law.

14. Updates

- 14.1 Unless specified in the Schedule the Licensor is under no obligation under this Agreement to provide updates of the Licensed Material.
- 14.2 Where an update is provided pursuant to sub-clause 1:
 - (a) this Agreement will continue to apply in all respects to the update which shall be deemed to be the Licensed Material for the purpose of this Agreement; and
 - (b) where requested by the Licensor the Licensee shall return to the Licensor all copies of the original Licensed Material or otherwise deal with all copies of the original Licensed Material in accordance with the Licensor's directions.
- 14.3 Without limiting the Licensee's obligations under this clause, and notwithstanding any other provision of this Agreement, the Licensor shall be under no liability to the Licensee in the event of loss or damage suffered by the Licensee as a result of the Licensor's failure to comply with this clause.

14.4 In the event that an update of the Licensed Material is provided the Licensor shall charge for such update at its then current standard fee for such service.

15. Merging of Material

15.1 The Licensee may merge all or any part of the Licensed Material with any other material.

15.2 If the Licensed Material is merged with other material as provided for in sub-clause 1:

- (a) the costs associated of merging the material or the costs arising out of the investigation of the effects of merging the material will be borne solely by the Licensee;
- (b) the Licensee will fully indemnify the Licensor against all liability which may be incurred by the Licensor if such merging of material infringes any Intellectual Property Rights of a third person or otherwise cause the Licensor to suffer loss, damage or expense; and
- (c) the Licensee shall not Commercialise or otherwise disclose to any third party the material so merged to any third party, unless expressly permitted in the Schedule, other than the Consultants described in sub-clause 6.6.

15.3 Upon being merged with other material the Licensed Material remains the property of the Licensor in all respects.

15.4 This Agreement shall apply to that part of the Licensed Material that is merged with other material.

15.5 The Licensee shall execute such documents and perform such other acts as are necessary in order to give effect to sub-clause 15.3.

16. Assignment

16.1 The benefit of this Agreement shall not be dealt with in any way by the Licensee (whether by assignment, sub-licensing or otherwise) without the Licensor's written consent which will not be unreasonably withheld.

16.2 The Licensor may assign its rights and obligations under this agreement to such person or entity as takes over the assets or assumes the functions of the Licensor from time to time.

17. Waiver

17.1 Failure or neglect by either party to enforce at any time any of the provisions of this Agreement shall not be construed or deemed to be a waiver of that party's rights under this Licence.

18. Governing Law

18.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria.

19. Application

19.1 Where the Licensee is an agency of the State of Victoria, such that it is not permitted to enter into a binding legal agreement except as the State of Victoria, then the conditions shall be read as merely giving rise to an arrangement between the Department of Sustainability and Environment.

SCHEDULE

Reference No.				
Licensee -				
Address -				
Licensed Material -	Product:			
	Portion:			
	Area:			
	Computers: ¹			
	Format			
	Media			
Third Party Licensed Material -		N/A		
Purpose for which the Licensed Material is to be used -		To assist with work being performed by the Licensee and or their consultants for the purposes of the Licensee's projects exclusively.		
Site where the Licensed Material is to be used -		Within the offices of the Licensee and or their consultants.		
Commencement Date -				
Renewal Date				
Duration of Licence ² -		Annual		
Fee (GST-inclusive)- Renewal Fee (subject to variation under cl.12)-		\$		
Frequency of updates (if any)		Not specified		

Address for Notices

Licensee -	
Licensor	The State of Victoria through the xxx (postal address) Telephone (contact number) Facsimile (contact number)

¹ Permitted number of computers² Subject to grant of a Further Term

GLOSSARY

Business information	Information considered valuable to the development and operation of Victoria’s spatial information infrastructure, but which is not framework information.
Capital Costs	<p>Major investments requiring considerable funding. These costs may be:</p> <ul style="list-style-type: none"> • creating a new dataset • expanding the spatial extent of a current dataset • expanding the functionality of a dataset <p>Those already incurred in relation to the development of a spatial dataset are to be deemed sunk, and are not to be directly included in calculating a licence fee. On the other hand, a capital cost component equal to the asset value of the data may be included in the cost calculation.</p>
Competitive neutrality costs	Include private sector rate of return, taxes and regulatory costs. Competitive neutrality costs must be added to the cost of producing data or information, whenever there is any net competitive advantage held by a government agency over a private business only because of its public sector ownership. These costs must be applied with two exceptions. First, these costs do not apply if the supply of spatial information is documented in policy to be a public benefit. Likewise, if a market analysis indicates that the supply of spatial information is not in competition with a private sector activity.
Cost recovery principles	That the cost of resources used in the production of a good or service (including direct and indirect costs) are recouped when setting the price for a good or service.
Custodian	The entity responsible for a data set. That is, the organisation formally responsible for ensuring accuracy, currency, storage, security, and distribution of the data. The custodian need not be directly involved in maintaining or supplying the data, but should be in a position to direct such activities.
Data	The base level of information stored in electronic or other databases. Data can exist in many formats including digital data, imagery such as aerial photographs and satellite images, and hardcopy products such as maps or plans.
Dataset	Identifiable collection of data.
Development costs	Typically equate with activities met by a capital outlay. However, they may also relate to ‘research and development’ undertaken to meet emerging customer requirements.
Direct costs	All budget allocated costs that are directly associated with the maintenance of the spatial data. Determining this cost will require detailed costing in order to allocate costs that relate to data production as opposed to other functions that are performed by the costing unit. Further analysis will be required if there is a

	range of different products and services. This will ensure that the costs are correctly allocated where some products and services are more expensive to produce than others are, and priced accordingly.
Framework information	Information considered fundamental to the development and operation of Victoria's spatial information infrastructure.
Government finance charge	The cost of capital, commonly thought of as an interest charge on 'borrowing' capital funds from Treasury.
Indirect costs	Include all costs that contribute to producing spatial information, but they are not incurred exclusively for a particular dataset. These costs may include corporate overheads, provision of computer networks, payroll systems, accounting functions and general management.
Information	The result of manipulating, analysing and interpreting data to produce a result which adds value or utility to the original data
Licence	A permit to gain access to government spatial information.
Maintenance costs	The recurrent costs required to keep a dataset current, maintain its functionality and keep it current as regards hardware and software developments. These include all costs that can be directly traced to a particular dataset.
Product	Dataset that conforms to a product specification.
Product specification	Detailed description of a dataset that will enable it to be created, supplied to and used by another party.
Seat/s	The user terminal/s on which the data may be used/viewed.
Spatial information	Comprises all information linked to specific locations on the earth's surface and includes printed maps. It has been estimated what 90% of all information used by government has spatial characteristics or attributes. This policy primarily concerns digital spatial datasets.
Spatial Information Infrastructure	The spatial information essential to the social, economic, and environmental development of Victoria.

FURTHER READING

DTF, 2000a, *Competitive Neutrality Policy Victoria*, Department of Treasury and Finance, available from the Victorian Competition and Efficiency Commission –
<http://www.vcec.vic.gov.au/CA256EAF001C7B21/0/6B1D0E6BADB4ACBACA256EC9002F37EA?OpenDocument>

DTF, 2000b, *Competitive Neutrality Policy Guide to Implementation*, Department of Treasury and Finance, available from the Victorian Competition and Efficiency Commission –
<http://www.vcec.vic.gov.au/CA256EAF001C7B21/0/6B1D0E6BADB4ACBACA256EC9002F37EA?OpenDocument>

DTF, 2005a, *Output Specification Guide*, Department of Treasury and Finance

DTF, 2005b, *Output Costing Guide*, Department of Treasury and Finance

DTF, 2007, *Cost Recovery Guidelines*, Department of Treasury and Finance,
<http://www.dtf.vic.gov.au/CA25713E0002EF43/pages/publications-regulation-guidelines>

Land Victoria, November 2001, *Pricing Framework for Property Information Services*

Productivity Commission, 2001, *Cost Recovery by Government Agencies*, Report No.15, August 2001, Canberra, <http://www.pc.gov.au/projects/inquiry/costrecovery/docs/finalreport>

VSC, 2007, *Spatial Information Pricing Methodology*, Victorian Spatial Council,
http://www.victorianspatialcouncil.org/subsubsection.php?section_id=3&subsection_number=20090721113535&subsubsection_number=20090721120209

VSC, 2008, *Victorian Spatial Information Strategy 2008-2010*, Victorian Spatial Council,
http://www.victorianspatialcouncil.org/subsubsection.php?section_id=3&subsection_number=20090720160436

VSC 2009, *Guide to the Spatial Information Management Framework and Directory of Resources*, Victorian Spatial Council,
http://www.victorianspatialcouncil.org/subsubsection.php?section_id=3&subsection_number=20090721113535

This document includes links to the Spatial Information Guidelines for *Governance, Custodianship, Framework Information, Business Information, Data Quality, Metadata, Awareness, Access, and Privacy*