

Victorian Coordinated Imagery & Elevation Program

STATEMENT on INTELLECTUAL PROPERTY and LICENSING of the PROGRAM'S PRODUCTS

Purpose

This paper has been prepared for existing and potential stakeholders of the Program, to assist stakeholders with guidance when providing copies of their imagery to external customers and organisations.

Intellectual Property Rights

All intellectual property (IP) contained in the Department of Sustainability and Environment's (DSE) Imagery and Elevation Program, unless otherwise specified, is the property of the State of Victoria. This gives DSE use of the IP allowing it to own, sell, license or bequeath the IP.

Spatial Information Infrastructure (SII) (on behalf of Government) retains full IP rights, as with all Vicmap Products, and licenses organizations, including other Government Departments, wishing to use or sell the data (as in the case of existing arrangements with Value Added Resellers (VARs) or Data Service Providers (DSPs) for Vicmap datasets).

Benefits of the State Holding the Intellectual Property

Having the ability to assign or license intellectual property rights allows the Government maximum flexibility in choosing a course of action that will best suit the Program's and its participants' business requirements, particularly when dealing with multi-party Purchase Partners.

This intellectual property is mainly in the form of copyright material and confidential information. It is a valuable asset that is protected by intellectual property laws. It has the potential to be used or licensed to obtain income that can be directed towards the maintenance and further development of the Program's information.

The State's holding of the IP enables it to:

- make the data accessible to a wider number of users and allow it to gain royalties to reinvest into the Program;
- facilitate the creation of value-added products and services which could also see better returns to Purchase Partners for future acquisitions;
- avoid confusion and complications over multi-Purchase Partner projects;
- indemnify Purchase Partners from errors and risk management insurance;
- simplify arrangements in data sharing and allow products to be utilised for future comparative analysis on Victoria's change/growth over time.

Products the Program Holds Intellectual Property Over

All information created as a result of the supply of goods or the provision of services through the Program is owned by the State and allocated to an authorised Custodian who implements their custodial responsibilities in accordance with Spatial Information Custodianship Guidelines¹, which take into account the needs of data users. Access is managed through agreement with the imagery custodian.

¹ For information about Custodianship Guidelines visit www.land.vic.gov.au/spatial/

Licensing

As the Coordinated Imagery Program is not a revenue raising initiative, the Program will make provision for Purchase Partners to be licensed under terms that ensure generous use provisions to meet their business requirements, including provision of products to Contractors/Consultants; on-selling or sub-licensing and publishing; over the counter map sales; provision of a pdf to local residents of participating Purchase Partner Councils; and for display on a Council's web page (so long as no other product can be produced by the image), etc.

However, this does not include the commercialisation of the data, as it should not be used for profit, as stated in the standard Data Access License Agreement conditions as set out below:

Two types of licences are generally available:

1. Internal use only (non-commercial)

As in Item 6 – License Conditions

6.2 *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.*

6.5 *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.*

6.8 *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.*

2. 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).

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:*

Disclaimer:

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 contained in this material.

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When partnering in projects it is recommended that all license needs of Purchase Partners are raised during the preparation of Data Access License Agreements, so they can be considered for inclusion in the Schedule.