



Business Arrangements

“Enhancing spatial information supply chains”

This is a Queensland Spatial Information Infrastructure Council Document

Document ID: <Document ID>
Version: <Document Version>
Published by: <Document Author>
Date of Publication: <dd mmmm 2001>
Filename: QBF04v1.0.doc

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Template ID: QBF04
Template Published by: QSIIS Information Office
Date of Publication: 28 May 2001
Template Filename: QBF04_v1.0

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Acknowledgement:

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This Template is intended for use by the participants in a supply chain to set out the business arrangements for the supply of spatial information products. The completed document is then able to be used to guide the adaptation of licence agreements in order to establish the supply chain.

AMENDMENT HISTORY

Version	Date	Comments
0.1d		e.g. First Draft
0.2d		e.g. Second Draft
1.0		Release to

References:

{ Record here any references to prior reports or supporting documentation used to develop these arrangements. E.g. Discussion Paper, Proposal etc. }

Related Documents:

QSIIS Business Framework.

{ Record here all related documents including the agreements that form the complete set of Business Arrangements documentation. }

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Table of Contents

- 1. INTRODUCTION1**
- 2. GOVERNING PRINCIPLES1**
 - 2.1 SCOPE.....1
 - 2.2 STAKEHOLDERS.....2
 - 2.3 ALIGNMENT OF GOALS.....2
 - 2.4 EXCLUSIVITY.....2
 - 2.5 CUSTODIANSHIP2
 - 2.6 INTELLECTUAL PROPERTY.....3
 - 2.7 MARKETPLACE4
 - 2.8 COMMUNITY SERVICE OBLIGATIONS.....4
 - 2.9 PRIVACY4
 - 2.10 LIABILITIES.....5
 - 2.11 ACQUISITION.....5
 - 2.12 ACCESS AND DISTRIBUTION5
 - 2.13 PRICING.....6
- 3. ACCESS AND PRICING STRATEGY.....6**
 - 3.1 DATA ACQUISITION.....7
 - 3.2 DATA DISTRIBUTION.....7
 - 3.3 PRODUCT CONFIGURATION.....7
 - 3.4 PROMOTION.....8
- 4. OPERATIONAL PRINCIPLES8**
- 5. STANDARD LICENCES AND AGREEMENTS 11**
 - 5.1 THE LICENCES..... 11

Table of Figures

- FIGURE 1 – BUSINESS MODEL 6

1. Introduction

The Business Arrangements provide a comprehensive set of guidelines for establishing access, distribution and value-adding arrangements for a Data Set or a Data Collection consisting of several Data Sets that will be dealt with in a similar manner.

{ Briefly summarise the scope and purpose of these arrangements. }

These Business Arrangements have been developed through an extensive process of consultation with key stakeholders.

The authors would like to acknowledge and thank the following organisations for their significant contributions, without which this work would not have been possible:

< Organisation 1 >

< Organisation 2 >

.....

< Organisation n >

2. Governing Principles

The following principles summarise the understandings between the currently identified key stakeholders of Data Set. These principles are designed to underpin an agreement to be drafted that will establish the Business Arrangements for creating, handling, distributing and accessing the Data Set and information products derived from it.

2.1 Scope

The Data Set contains:

{ Provide a high level definition of the scope and content. e.g. does the data consist of a single dataset or collection of data sets that can be treated similarly? }

2.2 Stakeholders

{ Identify the key stakeholder groups, organisations and individuals. These are the people who will need to be consulted during the development of these Arrangements. Examples of such groups are component data providers, custodians, managers, customersetc. }

The key stakeholders are

2.3 Alignment of Goals

{ Describe how these Arrangements will ensure that the principal goals of the participants will be met. }

2.4 Exclusivity

{ State clearly whether these arrangements contain any elements of exclusivity for any of the parties. }

2.5 Custodianship

The principle of Custodianship recognises that the owner of a data set has some responsibility for providing access to the data for other parties. This implies a degree of accountability for the quality of the data and a responsibility to clearly inform potential users about the characteristics of the data. Information that describes the data itself is known as metadata.

Custodians may refer to the QSIIS Custodianship Standard that describes the obligations of an organisation that accepts a custodian role for a dataset.

Data and information are valuable assets of all organisations. The standard is designed to be used by government, private sector or community groups. The standard recognises that custodians may have other standards to comply with, in particular state government agencies requirement to comply with Information Standard 24. This custodianship standard is consistent with Information Standard 24. The implementation of the standard will enhance consumer confidence through knowing practices are in place to manage datasets.

It is intended that the standard be applied to datasets for which open access is available for the Queensland community.

The standard recognises that multiple occurrences of “like” datasets do occur and therefore multiple custodians, particularly in the private sector may exist. This results in the standard focusing on the principles of custodianship and the duties for which a custodial organisation is accountable. The characteristics of the individual dataset itself remain the responsibility of the custodial organisation and will be described in the metadata of the dataset.

It is envisaged that the implementation of the QSIIS standard will better enable the availability of and access to data and information for the benefit of the community. Implementation will also facilitate a better understanding of the comprehensiveness, consistency and quality of the data.

The introduction and adherence to this standard will assist in the compilation of national and/or regional datasets in support of the Australian Spatial Data Infrastructure (ASDI) involving Queensland datasets.

{ In the context of the Data individually consider each data set in a collection, and each element of separately sourced component data }

The Custodian of the Data Set is <Custodian Name>.

The Custodian will be required to operate under the following guidelines:

{ State the Custodianship Standard to be observed. E.g. QSIIS, ANZLIC, Departmental, ... other. }

The providers of component data and their status as authoritative sources are as follows;

Data Set	Data Component	Source
Data Set 1	Single source	Source 1
Data Set 2	Single source	Source 2
Data Set 3	Custodian derives by integration of:	
	Component 1	Source 3
	Component 2	Source 4
Data Set 4	Single source	

Owners/custodians of component data have particular accountabilities and responsibilities for data maintenance, quality, access and the establishment of recognised contracts for distribution, transfer and sharing arrangements.

{ If individual owners have policies and standards that differ from the intended guidelines then the differences should be identified where these might have a material impact on the ability of the Custodian to meet expectations. }

The Custodian will be responsible for registration of the Data in appropriate directories.

{ e.g. ASDD, Queensland Service Locator, other. }

2.6 Intellectual Property

Intellectual Property Rights means all copyright, patent application rights, patent rights, design rights, database rights, trade mark rights (whether registered or unregistered), trade secrets and confidential information, all know-how, and all other rights of intellectual property associated with the data sets.

{ Describe how intellectual property rights and copyright that vest in the providers of the Data and any separately sourced component data are dealt with under these proposed Business Arrangements. }

2.7 Marketplace

{ Amend the following as required }

Recognise the key customer groups across community, private sector and government with needs for access to a readily accessible Data Set;

Recognise that Data Set clients exist at the local, regional, state and national levels and that legitimate access to the Data Set is required at all levels of data aggregation.

{ Identify the proposed delivery channels to each customer group. }

{ Identify the need for different pricing and access strategies to meet particular customer groups. }

2.8 Community Service Obligations

{ State whether any CSO exists for this Data Set and if so, describe how it will be implemented. }

2.9 Privacy

The Federal Government has introduced the Privacy Amendment Act (Private Sector). The proposed legislation will allow the private sector to develop their own codes for the collection, storage, use and disclosure of personal information. The codes must be approved by the Privacy Commissioner. However, if a private organisation chooses not to develop its own code the legislation will operate as the default privacy rules.

{ The Business arrangements should explicitly state if the proposed use of the dataset requires any special treatment to ensure that a privacy infringement will not occur. }

2.9.1 Definition of Personal Information

Personal information is defined as “Information (whether fact, opinion or evaluative material) about an identifiable individual that is recorded in any form, but does not include information contained in a generally available publication.”

2.9.2 Privacy Principles

{ Amend the following as required. }

1. Recognise that while the Data Set itself does not contain personal information that infringes people’s privacy, it may be used to enable creation of other data sets that may infringe;
2. Recognise that providers of Data Set component data will wish to restrict use of the data only to bona fide and lawful business interests through the terms and conditions governing the supply of the Data Set;
3. The Custodian must safeguard the interests of the providers of the Data Set component data through its licensing agreements or memorandum of understanding;
4. Resellers or value adding intermediaries of Data Set data will contractually ensure that any usage limitations specified by the component data custodians or the Custodian will be attached to their data supply contracts or published as product statements; and,

-
5. The Custodian will be required to maintain a confidential register of all licensees of the Data Set on behalf of the component data providers. Where the licence issued allows value adding and resale then the licensee will be required to maintain a sub-register of all recipients of additional licences issued that incorporate the Data Set data and to provide the sub-register to the Custodian on request.
 6. When the Data Set is integrated with other component data to create a new data product the Value Adding Reseller will be required to include with the metadata a declaration of the source of each set of component data.

2.10 Liabilities

{ Amend the following as required }

1. The providers of component data to the Data Set will carry liability for currency and accuracy of data supplied, but may choose to generically or individually limit this liability by way of contract provisions;
2. The standard agreements will set out the mechanisms for resolution of a claim made against any party to the agreement;
3. The Custodian will include any liability provisions specified by the data providers together with any additional liability provisions specified by Custodian when supplying data; and,
4. Resellers or value adding intermediaries of the Data Set will contractually ensure that any liability limitations specified by address data providers or the Custodian will be attached to those data supply contracts or as product statements.

2.11 Acquisition

{ Amend the following as required. }

1. The parties will have regard to the principles and organisational roles embodied in the QSIIS model for spatial information supply chains;
2. Each provider of component data will supply data to the Custodian in a consistent, agreed format. Whilst the Custodian will accommodate multiple data formats it is anticipated that a common format would be established for each group of providers that use the same application/database system. The Custodian will convert the data to conform to the standards of the Data Set;
3. The Custodian will use appropriate data validation techniques that may improve the quality of some data records originally supplied by the component data providers.

2.12 Access and Distribution

{ Amend the following as required. }

1. Access to the Data Set will be facilitated and controlled in a manner consistent with the QSIIS Custodianship Standard; and,

2. The Custodian will normally distribute the Data Set in a standard form, but may choose to consider customer requests for alternative forms.
3. Distribution of the Data Set will be subject to any ratified information management policy of the governing jurisdiction.

{ Describe the overall approach to access and distribution arrangements, including any particular terms or conditions that would not form part of the standard QSIIS agreements. }

2.13 Pricing

{ Amend the following as required. }

1. Recognise that the Data Set may create opportunities for some organisations to create “public good” and others to achieve “commercial gain”. Pricing strategies, coupled with appropriate terms and conditions for use, should support the harmonious co-existence of all such supply arrangements for the Data Set;
2. Component data may have a value attached to it for the purposes of data acquisition; and,
3. Price and access regimes should be simple to interpret and manage.

3. Access and Pricing Strategy

{ Amend the following as required }

The business model acknowledges that, in the first instance, Custodianship of the Data Set will be undertaken by <Name the Custodian>. The following diagram shows the relationships between the participants.



Figure 1 – Business Model

3.1 Data Acquisition

Where the Custodian acquires any component data from another Data Provider (which may be the recognised custodian for that data) then the Custodian will establish a QSIIS Data Sharing and Licence Agreement with each Data Provider.

{ Provide an overview of how the data will be acquired and from whom. }

3.1.1 Acquisition Licence Fees

{ Amend the following as required }

1. The Custodian will pay the providers of the Data Set component data for the right to use their component data in the Data Set;
2. Payment will be made as follows:

{ Describe the nature and frequency of payments }

3.1.2 Data Sharing Licence Agreement

{ Note here any special terms to be included in the Data Sharing Licence Agreement Amend the following as required. }

In addition to the rights and obligations of the parties described elsewhere in this document the Custodian will grant each Data Provider a non-exclusive licence to use the Data Set for the Data Provider's own business purposes.

3.2 Data Distribution

{ Provide an overview of how the data will be distributed and by whom. }

{ Amend the following as required. }

The framework of Annual Licence Fees for the Data Set with periodic update service will be established as shown below:

{ Set out the detailed pricing arrangements. }

Update Service

{ Describe the nature and frequency of any update service and the prices. }

Marketing Packages

To refine the indicative pricing structure set out above the Custodian may choose to establish marketing packages that include such options as "Single Issue" licence, volume discount, and/or premium loading for more frequent update services.

The Custodian may determine a minimum fee for any licence of the Data Set Data.

3.3 Product Configuration

{ Amend the following as required. }

The Data Set will be available from the Custodian as:

1. A single National/State Data Set; or,
2. A bundle of selected indexes for one or more complete geographical areas at a licence fee pro-rated from the National/State licence fee.

3.4 Promotion

{ Describe which parties have responsibility to promote the availability and potential use of the data set. }

4. Operational Principles

The operational principles describe the arrangements necessary for the transfer of data between the Data Providers and the Custodian. This process will be automated to the greatest degree possible and ideally should be incorporated into each individual the Data Provider's routine Information Technology processes. The Custodian will work with system vendors where it is possible to achieve a common, vendor supported, facility for their users. The Custodian will also provide advice and guidance on the standards for the data exchange to assist those Data Providers that will wish to create their own facility.

The following section describes the approach that will be taken in the majority of instances. It is recognised that there may need to be particular variations to these arrangements in some cases.

The following table provides a framework that will help you to ensure that a complete and consistent set operational policies he's put in place for each data set

Where there is insufficient space in the table to include details, or the details are already described in a separate document, please provide these in the form of an attachment to the Business Arrangements document.

Table 1 - Operational Strategies Check List

Operations Check List

Operational Strategies		Data Set 1	Data Set 2	Data Set 3	Data Set 4
1	<p>Business Rules What are the particular rules that govern the supply of this data? Eg special conditions for particular types of clients.</p>				
2	<p>Standards. Specify the data supply format. Eg text, tab delimited.</p>				
3	<p>Metadata Does Metadata exist for this data? To what Standard? If no metadata exists currently, do you have plans to generate it?</p>				
4	<p>Spatial Directories Is the data registered in any spatial directories such as ASDD, QSID?</p>				
5	<p>Process and Frequency for Data Updates. Eg Daily, weekly, monthly, ... other. Are there any special provisions for the initial supply of data to a client? Describe the usual procedure for the provision of data to clients?</p>				

Operational Strategies		Data Set 1	Data Set 2	Data Set 3	Data Set 4
6	<p>Data Elements. Is there a data dictionary associated with the data? If not provide an accurate description of the data fields for inclusion in a Licence Schedule.</p>				
7	<p>Test or Verification Tools. Has the data been validated? What validation techniques have been applied?</p>				
8	<p>Delivery Channels and Media Describe the current mix of delivery channels and media, both formal and informal.</p>				
9	<p>Tracking. Does the custodian maintain a register of licensees including – license description, date of issue and renewal date and current status (current/expired/terminated)? If so, is this register publicly available? Where and how can it be accessed?</p>				
10	<p>Other operational issues ?</p>				

5. Standard Licences and Agreements

For a description of the standard agreements and licences, see related document “*QSIIS Business Framework (QBF01)*.”

The distribution of the Data Set will be enabled through the enactment of appropriate licences drawn from the standard licences and agreements that are described in the following section.

5.1 The Licences

The licences required for the implementation of these Business Arrangements are as follows:

{ *Provide a list of licences and attach the respective templates.* }