

Crown Copyright

AIIA Response to Copyright Law Review Committee Issues Paper

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1 Executive Summary

The Australian Information Industry Association (AIIA) is the peak body representing the ICT industry in Australia. Many of our members do business with the various governments in Australia (or would like to). According to Gartner (August 2003), the combined governments of Australia will spend approximately US\$4 516 M, on ICT in 2004.

Whilst the Issues Paper considers the copyright issues concerning materials created by government in detail, our submission will focus on the issues concerning materials created by third party contractors for government.

With few exceptions, copyright rights in developed software, supporting documentation, ICT consulting reports and other materials are transferred from industry to government by way of contract. These contracts, including standard form contracts such as Government Information Technology Conditions, typically have a default position of government ownership. These provisions are always amongst the most complex and contentious in negotiations.

Copyright ownership in government business is a significant issue for the ICT industry. The copyright in software and related documentation is effectively the “lifeblood” of an ICT company. It is cultivated over time, heavily invested in, highly valued and important that it be available for reuse in respect of future customer engagements.

If a government customer demands that it own the copyright created by a supplier, this will adversely impact both government and industry. First, some organizations will simply not bid for work if that means foregoing any future interest in software that they create. This leads to a less competitive field and possibly higher pricing. Those that do bid are likely to reflect the loss of future rights in the solution in their costing. And the government is unlikely to benefit from future enhancements and modifications that may otherwise have been made to the solution.

From an industry perspective, onerous IP ownership requirements will prevent them from bidding for government work. Experience in the government market is essential to the growth of many ICT companies and government reference sites are near essential to winning business in export markets, including the US market that may open with the conclusion of the US – Australia Free Trade Agreement. If the company does decide to bid, they are faced with lengthy negotiations on IP issues, increasing procurement costs to both industry and government. Most importantly, government ownership deprives ICT companies of the right to build on their solution, which may lead to new customers, new markets and enhancements from which the government might otherwise benefit. This is a huge lost opportunity for both the industry and more generally, for Australia.

AIIA believes that governments should acquire only the rights they require to achieve their business objectives. If the government were placed in the same position as other entities in relation to ownership, then government is more likely to acquire only the rights they require, resulting in greater savings for government and more efficient use of Australia’s intellectual resources.

2 About AIIA

The Australian Information Industry Association (AIIA) is the peak body representing the ICT industry in Australia. We represent over 420 member companies that generate combined annual revenues of more than \$40 billion, employ over 100 000 Australians and have exports over \$2 billion. A list of our member companies is attached. You will note that we represent a range of Australian and foreign companies from small to medium enterprises (SMEs) to major multinationals. More information on AIIA is available at <http://www.aiaa.com.au>.

Many of our members do business with the various governments in Australia, or would like to. And in most cases, this involves the transfer of copyright rights from industry to government in material, whether that be in developed software, supporting documentation, ICT consulting reports or otherwise. In any government procurement of ICT goods or services, the negotiations on copyright are often the most complex and contentious.

3 Issue 1: Breadth of Government Copyright Ownership

As a body that represents the interests of the ICT industry, AIIA is primarily concerned with computer programs and related literary works. Broadly, we are of the view that the government should own such works where it is created by one of its employees. However, where created by a third party, that third party should be the first owner.

The government, when acquiring ICT goods and services, generally addresses copyright ownership issues in contract, rather than relying on relevant provisions of the *Copyright Act 1968*. In these contracts and supporting guidelines, the government usually adopts a default position of government ownership. For example, clause 21 of the GITC v.4 Terms and Conditions (Commonwealth)ⁱ provide –

21.1 Materials Created under the Contract

(a) Subject to subclauses 21.1(b), (c), (d) and (e), all Intellectual Property Rights in Developed Software or other items that have been developed for the Customer under this Contract are assigned to the Customer (known as 'partitioned ownership'). Nothing in this sub-clause will affect the ownership of any pre-existing Intellectual Property Rights in any tools, object libraries, methodologies and materials used to produce the Developed Software or other items.

The clause does allow a contrary position to be agreed by the parties and the User Guide refers to the *The Commonwealth IT IP Guidelines – Management and Commercialisation of Commonwealth Intellectual Property in the field of information technology* (DCITA Guidelines)ⁱⁱ, that advocate a more flexible approach to IP ownership in the ICT field. Furthermore, the *Commonwealth Procurement Guidelines – Best Practice Guidance*ⁱⁱⁱ also relevantly provides that –

An agency should obtain the rights it needs, for least cost and effort, to support its business needs. Contracts should clearly reflect the arrangements and contract managers should actively track and report intellectual property outcomes.

However, in most cases, the default position prevails. This can be contrasted with the commercial sector, where the customer and supplier usually negotiate a more flexible arrangement on copyright ownership, with the supplier typically retaining more rights than in a government agreement.

If the government were placed in the same position as any other organisation that sources ICT goods and services, there would be more scope for negotiation between the parties and government procurement officials would not be able to argue that their position merely reflects the statutory position. Rather, the parties would be able to consider rights ownership and control on a case by case basis, which is more likely to result in a better outcome for both parties.

4 Issue 2: Exclusive Rights

AIIA is generally of the view that, if the government creates the work, then it should be entitled to exercise the full bundle of rights as owner. However, given that such works are created using taxpayer funds, such rights should be exercised in a manner that maximizes the benefits provided to taxpayers.

In the simple case of public reports, this might include making the report available freely online. However, care must be taken not to jeopardise the interests of third parties whose works might be incorporated in the material, nor disclose information that is either personal or confidential.

In the case of software created by employees of an agency, this might be shared with contractors, other agencies or the broader ICT community for commercialization, depending on the nature of the software, the development model used and the market for the software solution.

As noted above, the government, when acquiring ICT goods and services, generally addresses copyright issues in contract, rather than relying on relevant provisions of the *Copyright Act*. This will include detailed clauses on the nature and scope of rights controlled by each party.

5 Issue 3: Moral Rights

AIIA is generally of the view that moral rights should apply in the context of government copyright to the same extent as it does in other contexts. Government employees are entitled to safeguard their reputation, and the integrity of a work, particularly in government work, is often critical.

However, we are particularly concerned that, where a work is created for the Crown by a third party, that party should not be stripped of moral rights, merely because that work is owned by government rather than any other party.

In the ICT industry, most contracts now require that the developer waive their moral rights to the extent permitted by law. And in many cases, moral rights will not be an

issue in the ICT industry where modifications and enhancements, sometimes by many different parties, are expected.

However, a number of our members have expressed concern about the government's demand that they waive their moral rights as developers. Therefore, they would also be concerned if moral rights were not to attach to works created for government and owned by government by virtue of s. 176.

For an example of a moral rights provision in ICT contracting, see Customer Contract Schedule 12^{iv} of the Queensland Government's draft GITC v.5

6 Issue 4: Acquisition of Government Ownership

AIIA is of the view that the government should be placed in the same position as other organizations in regard to ownership of copyright material. It should not automatically be the first owner of works made under the direction or control of the government, or works first published by, or published under the direction or control of the government, where the government is not the creator. However, we would support the government maintaining ownership of works created by its employees (s. 35(6)).

This is a significant issue for the ICT industry. The copyright in software and related documentation is effectively the "lifeblood" of an ICT company. It is cultivated over time, heavily invested in, highly valued and important that it be available for reuse in respect of future customer engagements.

If a government customer demands that it own the copyright created by a supplier, this will adversely impact both government and industry. First, some organizations will simply not bid for work if that means foregoing any future interest in software that they create. This leads to a less competitive field and possibly higher pricing, contrary to the *Commonwealth Procurement Guidelines* and broader objectives of the *Financial Management Act*. Those that do bid are likely to reflect the loss of future rights in the solution in their costing, reducing Value for Money outcomes. And the government is unlikely to benefit from future enhancements and modifications that may otherwise have been made to the solution.

From an industry perspective, onerous IP ownership requirements will prevent them from bidding for government work. Experience in the government market is essential to the growth of many ICT companies and government reference sites are near essential to winning business in export markets. If the company does decide to bid, they are faced with lengthy negotiations on IP issues, increasing procurement costs to both industry and government. Most importantly, government ownership deprives ICT companies of the right to build on their solution, which may lead to new customers, new markets and enhancements that the government might otherwise benefit from. This is a huge lost opportunity for both the industry and more generally, for Australia.

AIIA urges governments to acquire only the rights they require to achieve their business objectives. As stated in the *Audit Report No. 25 "Intellectual Property Policies and Practices in Commonwealth Agencies" of February 2004* ("ANAO Report")^v, most government

entities are not in the business of commercializing IP and have no adequate strategy or policy for doing so.

If the government were placed in the same position as other entities in relation to ownership, then government is more likely to acquire only the rights they require, resulting in greater savings for government and more efficient use of Australia's intellectual resources.

7 Issue 5: Express Provisions re “Three Arms”

AIIA does not have a view on this issue.

8 Issue 6: Definition of “Government”

AIIA is of the view that a narrow, rather than broader, interpretation of “the Commonwealth or a State” should prevail. There is a vast range of government related entities that operate in a highly commercial environment. These entities should be subject to the same rights and responsibilities as their competitors, rather than being afforded an advantage in respect of copyright ownership.

9 Issue 7: Vesting of Copyright Rights

AIIA does not believe that all material produced as part of a government function should be deemed to have been created by the government. Much material produced as part of a “government functions” is performed by external parties, including the development of tenders and contracts, software and various reports. Further, the nature of government functions changes from time to time with policy and budget considerations. And not least, the term would be vast and very difficult to define, potentially encompassing the activity of local councils, the activities of government grant recipients and so on. This would clearly lead to difficulties in definition.

If the work is created *by government* for a government function, then government would rightly own it. However, the government relies upon external suppliers to a large extent to assist with the performance of its functions. According to Gartner (August 2003), the combined governments of Australia will spend approximately US\$4 516 M, on ICT in 2004. AIIA is of the view that, if a work is created *by an external supplier* for a government function, then the external supplier should be the first owner, with rights negotiated on a case by case basis.

10 Issue 8: Duration of Government Copyright

Given that computer software and related documentation has a life span of considerably less than 50 years, AIIA does not have detailed views on this issue. However, as a matter of principle, AIIA believes that the duration of copyright should be the same for government as it is for non government material.

11 Issue 9: Application of Exceptions

AIIA is of the view that exceptions should apply to government copyright material in the same way as they do to non government copyright material. There should be no special exceptions for government owned copyright material.

In respect of computer software, the exceptions are already adequate and we do not believe there is a case for extensions. Where software is *developed* and owned by the government, there may be some argument that, given that taxpayers money paid for it, the public should be afforded greater access to that software. However, the nature of software varies considerably, so a legislative “one size fits all” approach would be inappropriate. For example, public access to some defence applications might be prevented in the national interest. Public access to some niche government applications may not be of interest to the public and the cost of administering access outweigh any public benefit. On the other hand, government is a significant software developer in its own right. The “public” may be interested in accessing such applications for educational purposes, to assist in the development of similar projects or if there is a commercialization opportunity.

However, in the case of an application that has commercialization potential, AIIA is of the view that the opportunity should be afforded to the party best able to commercialise the product. Companies invest significant resources and accept risk in commercializing software, so it would need to have some market incentive to do so. That company should be afforded exclusive rights for a limited duration, by way of incentive and protecting their investment, rather than competing against any interested party, which would be economically inefficient.

For this reason, we believe that there should not be any special legislative exceptions, but rather, that agencies should develop and practice clear IP policies that meet their needs on a case by case basis. This is supported by the recent ANAO Report.

Where software is developed *by an external supplier* and owned by the government, there is also an argument that the public should be afforded greater access on the basis that it was acquired using taxpayer funds. Again, AIIA believes that a legislative “one size fits all” expansion of exceptions to government owned copyright material would not adequately address this issue. Some of the reasons outlined above are relevant here. In addition, ICT companies are less likely to bid for government work if their IP might, in future, be shared with their competitors or future customers. This would quite simply put them out of business. AIIA does not subscribe to the view that government owned software, where acquired from a multinational, should subsequently be shared with Australian SMEs to assist in industry development. Rather, we believe that the party best placed to commercialise the software should be afforded the opportunity to do so, regardless of whether that company is large or small, or headquartered in Australia or elsewhere. This approach is most likely to result in a successful project that benefits industry and government.

Further, if a broad exception were introduced to facilitate greater access to government owned IP, the government might potentially forego a source of revenue. The recent ANAO Report found that, out of 13 agencies, the average annual revenue derived from commercializing IP was \$1.7M (para 24). Whilst this may seem low, especially when the

CSIRO is excluded, if agencies were to better manage their IP assets as recommended in the ANAO report, this figure is likely to increase significantly. If a broad based exception were introduced, the right to negotiate an appropriate revenue arrangement on a case by case basis may well be eroded.

12 Issue 10: Licensing of Legislative Materials

AIIA does not have a view on this issue.

13 Issue 11: Prerogative Rights

AIIA is not aware of any instances in which the prerogative right has been exercised in relation to computer software or related materials. On this basis, we have no view on the appropriateness of the scope of prerogative rights. However, in principle, we would support clarification, whether that be through legislative replacement of the right or other means.

14 Issue 12: Constitutional Reform Options

AIIA makes a couple of observations related to Constitutional issues and possible options for reform.

First, in our experience with software and related literary works, governments in Australia use contractual provisions to acquire rights and these are generally negotiated on a commercial basis (see also ANAO Report, para 4.14). Therefore, the acquisition of property on just terms is not an issue.

Secondly, we would strongly encourage the Commonwealth, States and Territories to agree on any amendments. Copyright law, policy and practice is already complex for the average business, so any further fracturing of approach would be detrimental to all involved.

Thirdly, we note that, with one exception, all of the States and Territories have comprehensive IP policies or principles that affect the way in which the government manages its IP assets. These are all well summarized in the recent ANAO Report (paras 1.53 – 1.63). By contrast, the ANAO Report found that only 30% of Federal agencies had IP policies and that there was no whole-of-government approach to IP management (see paras 13, 14).

AIIA is of the view that the development of a suitable whole-of-government approach to IP management, combined with appropriate policies by individual government entities and supported by adequate implementation and education, will lead to better management of government owned copyright material and IP practices in general. In this case, there should be no need for States and the Commonwealth to adopt different legislative approaches to copyright.

15 Issue 13: Practical Operation and State Uniformity

AIIA played an active role in the development of DCITA Guidelines. We subsequently assisted with their launch and education of procurement officials.

Whilst we are very supportive of the more flexible approach advocated by the DCITA Guidelines, they are largely ineffective in practice. In their recent report, the ANAO found that (a) computer software comprised over half of all intangible assets accounted for across the Commonwealth, worth \$3406M; and (b) whilst a number of agencies adopt more flexible approaches, the Commonwealth retains ownership in most cases by using standard contractual agreements (para 19). This leads to the conclusion that government owns a very significant amount of software.

AIIA is of the view that policies such as the DCITA Guidelines are poorly implemented in practice for a complex range of reasons –

- Many procurement officials are simply unaware of their existence;
- IP is generally regarded as complex and is poorly understood by most procurement officials;
- Procurement officials are reluctant to spend additional time or resources in understanding the issue or obtaining government or external advice and prefer to adopt the “path of least resistance”, even if the parties would ultimately derive significant benefit from an alternate position;
- There is a generally a lack of support for IP issues and effective IP management in the more senior bureaucratic levels of some agencies;
- The government’s current fixation with accountability is driving procurement officials not to accept any risk, to “stick to the book” and prove that they obtained something for the cost expended, even where the parties would clearly benefit from an alternative flexible approach;
- The “we pay, we own” attitude in government is reinforced by the current legislative position, key standard contractual frameworks, such as the Government Information Technology Conditions (GITC) and even certain agency specific guidelines, such as the *Defence Intellectual Property Policy 2003*, which states that “ownership of the Foreground IP should vest on its creation with Defence ...” (p.28).

These issues are reflected in the States and Territories to varying extents. Some, such as Queensland Public Sector Intellectual Property Principles^{vi}, supported by flexible IP positions enshrined in standard contractual frameworks. See for example the alternative models set out in clause 6, Customer Contract Conditions, draft GITC version 5^{vii}. By contrast, the Australian Capital Territory has no IP policy and uses a GITC version with a government default ownership position.

AIIA believes that many of these issues can be addressed by means of the measures outlined in the ANAO Report (see Chapter 8).

16 Issue 14: FOI and Privacy Relationship

Our understanding is that people rarely seek access to software or supporting documentation owned by government, whether created by the government or third parties. However, with an increased focus on government accountability in recent years, related issues have arisen concerning public access to tender documentation, contracts and performance monitoring reports. This trend is of central concern to the ICT industry.

Generally, government will own the copyright in tenders, contracts and performance monitoring reports. However, each of these contains information that is highly sensitive and regarded as commercial in confidence by the ICT industry. Typically, the tenders and contracts contain highly sensitive information regarding pricing and solutions, they may expose risk management thresholds and strategies and the format of the tender itself is also valuable. In a highly competitive market where industry margins are already negligible, public access to tenders or contracts would be extremely damaging to both the ICT industry and the government as a major ICT buyer. AIIA has already lobbied against moves to publicise the full text of successful tenders and contracts in the Commonwealth, NSW and ACT. We would strongly resist access to such documents by virtue of copyright laws.

Performance monitoring reports are used by government and their suppliers to regularly identify performance issues, their cause and possible means of addressing such problems. It is essential that both parties are “brutally honest” in their reporting if such measures are to be effective. Further, such reports do refer to individuals by name from time to time. Publication may lead to defamation. These reports are regarded as highly sensitive and should not, by any means, be allowed to be accessed by third parties. Again, AIIA would strongly resist access to such documents by virtue of copyright laws and we do not believe that FOI or privacy protections are sufficient in this instance.

17 Issue 15: Impact of New Technologies

The availability of legislation and judgments and implementation of e-government strategies are only two examples of how new technology is affecting government ownership of copyright material. Limiting the discussion to these points alone overlooks the very significant role that government plays as an ICT user.

17.1 Government Use of Copyright in “New Technology”

The government is arguably the largest ICT user in Australia. ICT is critical to the effective performance of government operations and productivity of government. As noted in Issue 9 above, this year, governments in Australia will spend approximately US\$4.5B on information and communications technology (ICT). Much of this is protected by copyright.

AIIA believes that the government and ICT industry could benefit significantly if the government were to be placed in the same position as any other organisation in respect of copyright ownership. In principle, government should acquire only the rights that it requires to effectively perform its operations. And any copyright in new technologies

should be effectively utilized in accordance with the agency's intellectual property management policy. The acquisition of more rights than required and ineffective utilization of government owned IP represents a significant cost to taxpayers and large opportunity cost to both industry and the Australian economy.

17.2 International Nature of ICT Market

It is worth noting that the "new technology" market is now truly global. One only need consider the presence of multinational ICT companies in Australia and the recent emergence of "business process outsourcing" where software development for Australian customers is being performed offshore, notably in India, Russia and Egypt.

If government continues to "tie up" valuable copyright by virtue of statutory rights, suppliers will have little or no opportunity to further build on their expertise and export to foreign markets, bringing valuable export income to Australia.

Another important consideration is the policies and practices of foreign governments. Australia represents approximately 2% of the global ICT market with Australian governments representing a subset of that. If governments insist on copyright ownership, ICT companies operating in Australia are clearly going to consider foregoing Australian government business in favour of more "copyright friendly" jurisdictions overseas. This may result in less choice of solutions, less export income and less foreign investment in Australia. Australia would be a more attractive "new technology" environment if the current position were changed.

17.3 Open Source and Copyright

In the "new technology" sector, open source software is currently maturing quickly and enjoying considerable attention from governments and other ICT users. Various Australian governments are using open source solutions, conducting pilot projects and considering the introduction of procurement preferences for open source software.

Open source software is generally created by a community of developers with contributions, improvements etc being shared with that community. Whilst copyright subsists in the software, the licenses to the use of open source software are significantly different from those in the proprietary environment.

The former National Office of the Information Economy (NOIE) was examining the extent to which our existing copyright and procurement frameworks act as a barrier to the use of open source software by government.

This is a complex and significant issue that we urge the Committee to consider.

17.4 CLRC Questions

Our brief responses to the questions posed in the Issues Paper are –

- a) Copyright is certainly still relevant in the context of government and new technologies. ICT companies invest vast resources into research and development

of material protected by copyright. Without copyright protection, the value of these materials would be significantly eroded, affecting the output of the industry upon which society is now so heavily reliant.

- b) It is unlikely that the government will ever be able to fully safeguard against the distortion or inappropriate use of government material made available through new technologies. To some extent, new technology can be used to control access and ensure integrity. However, to a large extent, the government must strike a balance, weighing the benefits of making material available against the likelihood of distortion or inappropriate use and the risks flowing from inappropriate use. In many cases, the benefits of availability will significantly outweigh the risk of misuse.
- c) AIIA does not believe that the facilitation of government information online is inconsistent with government copyright policy objectives. The government has an obligation to make the most effective use of its copyright material. In some cases, this may require strict controls to protect the value of the material. In other cases, this may require widespread availability to the community whose taxes have paid for its creation or acquisition.

18 Issue 16: Materials Produced by Government's "Three Arms"

AIIA expresses no view on government ownership of copyright in materials produced by the legislative or judicial arms of government. However, we are strongly of the view that s. 176 should be amended so that the government is not provided with preferential treatment in respect of copyright compared with other parties. Our experience is that the government is indeed in a more favourable position than others in contractual negotiations. As noted above, procurement officials will often insist on copyright ownership in ICT negotiations, even where the case does not warrant ownership. The government's decision to adopt best practice policy guidelines, rather than amend the legislation, has not proved successful. Too often, officials are not aware of guidelines, or insist on a default ownership position if they don't understand the issue sufficiently, do not wish to have to make a case for an exception or do not want to take any risk that may result in Departmental scrutiny.

We are of the view that, if the default legislative position were amended so that the supplier who creates the work is the first owner, rather than government, then the policies and practices may follow.

19 Issue 17: International Models

The Issues Paper discussion on International Treaty provisions primarily concerns materials created by officers of the Crown, rather than materials created by third parties under the direction or control of the Crown.

AIIA would support an approach whereby –

- copyright subsists in works prepared under government contract;

- the first owner is the party that created or developed the work;
- that the Government is not precluded from holding rights transferred to it by assignment, licensing or otherwise.

Such an approach would recognize that software prepared by suppliers for government is deserving of protection, whether it be controlled by the supplier, the government or both. We would strongly oppose any provision that meant that copyright did not subsist in works created by other parties for government.

Our rationale for seeking that the first owner be the creator is set out variously above.

We believe that the Government should not be precluded from holding rights. First, the government is a significant creator of ICT material in which copyright subsists. Some of these materials are simply for government use and have not commercial potential or value; others, such as those created by DSTO or CSIRO, have significant potential. The government, commercial sector and Australian economy generally, can benefit if select materials are appropriately commercialized.

Secondly, where the government acquires rights from third parties, the government has an obligation to protect and enforce those rights. No ICT company will develop software for a government entity if the government has no obligation to protect it, particularly from other potential customers or competitors.

20 Issues 18 – 20: Further Views

AIIA's views on reforms and benefits of such are variously discussed above.

In summary, we would support amendment of s. 176 in accordance with the Ergas Committee recommendations, removing preferential treatment of the Crown in respect of ownership. The Crown would then continue to own rights in work created by its employees and officers, but ownership in works created by third parties for the Crown, under contract or otherwise, would remain with the creator, unless otherwise agreed.

Whilst the ICT industry and government generally deal with such issues in contract, this amendment would support a more flexible and informed approach to copyright ownership. We would expect that any such amendment would subsequently be reflected in relevant procurement policies and processes and be supported with appropriate education and expert advisory support.

The costs of implementation such a reform would be minimal. We would anticipate some upfront costs involved in legislative amendment and policy/process revision and implementation costs. However, the benefits to government, industry and the Australian community generally could be significant -

- lower tendering and negotiation costs to government and industry;
- increased choice and competition of ICT solutions for government;
- government benefits from ongoing innovations made;

- software related investment in Australia;
- potentially lower acquisition costs for government;
- commercialization opportunity for industry; and
- community benefits from lower government spending, increased productivity and ICT industry development.

AIIA would be pleased to meet with or provide further information to the Committee on any of the issues raised in our submission.

ⁱ <http://www.gitc.finance.gov.au/>

ⁱⁱ http://www.dcita.gov.au/Collection/CollectionPage/0,,0_1-2_12-3_466,00.html

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http://www.finance.gov.au/ctc/publications/purchasing/cpg/commonwealth_procurement_guide.html#IntellectualProperty

^{iv} http://www.gitc.qld.gov.au/zone_files/Version_5_-_Part_4/schedule_s12_-_moral_rights_consent_form_@_18_dec_03.pdf

^v <http://www.anao.gov.au/WebSite.nsf/Publications/D73A444246EFD214CA256E2F006F12D1>

^{vi} http://www.iie.qld.gov.au/publications/ip/ip_principles.pdf

^{vii} http://www.gitc.qld.gov.au/gitc_framework.cfm