



*Office of*  
PUBLIC SECTOR INFORMATION

**OFFICE OF PUBLIC SECTOR INFORMATION  
REPORT ON ITS INVESTIGATION  
OF A COMPLAINT (SO 42/8/5):**

**ASSOCIATION OF CENSUS DISTRIBUTORS AND ORDNANCE  
SURVEY**

**DECEMBER 2006**

# INVESTIGATION OF A COMPLAINT SO 42/8/5

## Table of Contents

Background Information .....	2
Office of Public Sector Information.....	2
The OPSI role in Investigating Complaints .....	2
Summary of PSI Regulations and the Principles of IFTS.....	3
Summary of PSI Regulations .....	3
Summary of IFTS Principles .....	4
The Parties .....	5
The Complainant.....	5
The Public Sector Information Holder .....	5
Context of the Dispute .....	5
Does the Complaint Concern the PSI Regulations and IFTS?.....	6
Overall Assessment .....	6
Issues Raised in the Complaint and Recommendations.....	6
Charging .....	6
Terms and Conditions .....	9
Conclusion .....	12
Glossary.....	14

## Background Information

1. The Office of Public Sector Information (OPSI) received a complaint from the Association of Census Distributors (the Complainant), dated 1 October 2006, against Ordnance Survey, the Public Sector Information Holder (PSIH). This complaint was submitted under the Re-use of Public Sector Information Regulations (PSI Regulations) and the Information Fair Trader Scheme (IFTS), of which the PSIH is a member. OPSI has investigated the complaint under both the PSI Regulations and IFTS, and makes recommendations as appropriate.

## Office of Public Sector Information

2. The Director of OPSI in her role as Queen's Printer and Controller of Her Majesty's Stationery Office (HMSO) has been appointed by Her Majesty the Queen to manage all copyrights owned by the Crown on Her Majesty's behalf. To recognise the requirement for more flexible pricing and licensing systems, Trading Funds were offered a delegation of authority from the Controller of HMSO. This enables Trading Funds to license re-use of Crown copyright information on her behalf within the responsibilities of the delegation. Those Trading Funds with a delegation are regulated under the IFTS. If, in the Controller's assessment, the PSIH is not acting within the obligations set under her delegation of authority it is open to the Controller, following discussion with the PSIH, to revoke in full or in part that delegation and bring the relevant licensing activity back under the Crown's direct control until such time as the internal processes dealt with in the IFTS verification report are rectified to OPSI's satisfaction.

## The OPSI role in Investigating Complaints

3. OPSI is responsible for investigating complaints under both the PSI Regulations, (for failure to comply with the Regulations) and the IFTS (for failure to meet the IFTS commitment). The procedure for investigating complaints under the PSI Regulations can be found on the OPSI website at [www.opsi.gov.uk/advice/psi-regulations/advice-and-guidance/psi-complaints-procedure.doc](http://www.opsi.gov.uk/advice/psi-regulations/advice-and-guidance/psi-complaints-procedure.doc)
4. Complaints brought under IFTS are investigated using the same methodology as under the PSI Regulations. OPSI also investigates complaints that IFTS members have not met those elements of their commitment which fall outside the Regulations.

5. IFTS was introduced to monitor and regulate the information trading activities of Crown bodies that produced Crown copyright material. Government bodies such as the PSIH are required to be part of the scheme as a condition of being granted a Delegation of Authority from the Controller of HMSO to license Crown copyright material. IFTS has since expanded to include other PSIHs on a voluntary basis. The PSI Regulations were implemented, in part, to provide similar monitoring of the re-use of information in relation to all PSIHs across the public sector.
6. It is not necessary for the Complainant to have a contractual relationship with a PSIH or be directly affected by the actions of the PSIH in order to bring a complaint.
7. OPSI has structured the main part of the report to set out, under the headings of the original complaint, the view of the Complainant; the response of the Public Sector Information Holder (PSIH); and OPSI's assessment and recommendations.

## **Summary of PSI Regulations and the Principles of IFTS**

### **Summary of PSI Regulations**

8. The main aim of the PSI Regulations is to maximise the re-use of public sector information and to stimulate the economy. Within the spirit of the PSI Regulations, a PSIH is expected to encourage re-use of its information. Although the PSI Regulations impose no obligation on a PSIH to allow re-use of its information, the purpose of the Regulations is to establish a framework that provides for the effective re-use of public sector information. If re-use is allowed, a PSIH should:
  - Publish a list of the main documents available for re-use;
  - Respond promptly to requests for re-use;
  - Put in place copyright and licensing arrangements;
  - Ensure that any conditions on re-use do not unnecessarily restrict re-use or competition;
  - Ensure there is no discrimination between applicants. If a public sector body wishes to re-use a document for activities which fall outside its public task, the same conditions shall apply to that re-use as would apply to re-use by any other applicant for comparable purposes;
  - Discourage exclusive arrangements; and
  - Set up appropriate internal complaints procedures. There is also the option of asking OPSI to investigate the PSIH's actions and this should be made clear in the internal procedures.

## **Summary of IFTS Principles**

9. IFTS was introduced in 2002 following the Cross-Cutting Review of the Knowledge Economy. The primary aim of the scheme is to regulate PSIHs with a Delegation of Authority to license the re-use of Crown copyright material on the Controller of HMSO's behalf. Non-Crown PSIHs may also join the scheme voluntarily.

### **Openness**

10. In principle, all information created by the organisation will be licensed for any use, by any customer. While there might have to be exceptions to this, whether limiting the material licensed, prohibiting uses or limiting the customer base, the organisation will be reluctant to allow exceptions and will explain why they are necessary.

### **Transparency**

11. The process of applying for a licence, pricing, the considerations influencing pricing policy, and any exceptions to the principle of openness, should be explained clearly and simply in accessible public statements. Licensees and applicants for licences should be given reasons for decisions and the reasons should be consistent with public statements, the PSI Regulations and Information Fair Trader principles.

### **Fairness**

12. All applicants and licensees should be treated alike for the same types of re-use, including re-use within the PSIH's own organisation. The PSIH should not use its position to compete unfairly.

### **Compliance**

13. Chief Executives agree to test their organisations by an independent verification to find out whether they have the infrastructure to deliver their commitments to openness, transparency and fairness. The verification tests whether the administrative processes are actually followed in practice.

### **Challenge**

14. The organisation has a complaints process empowered to reconsider licensing decisions. OPSI can investigate the organisation's licensing decisions if they appear to be in breach of IFTS principles.

## The Parties

### The Complainant

15. The Complainant (the Association of Census Distributors, or ACD) is a trade association comprised of members who use Census data. Members process and add value to Census data which they then re-supply to their clients.

### The Public Sector Information Holder

16. Ordnance Survey (the PSIH), is a government agency responsible for the official, definitive surveying and topographic mapping of Great Britain. As the importance of geographic information increases, it is also responsible for maintaining consistent national coverage of other nationally important datasets. It was established as an Executive Agency in May 1990 and has operated as a Trading Fund from April 1999. The PSIH manages Crown copyright material under a delegation of authority from the Controller of HMSO, and is therefore regulated under the IFTS. As a PSIH, it is also subject to the PSI Regulations.

## Context of the Dispute

17. The Output Areas (OAs) were developed by the Office for National Statistics (ONS) in 2002 to report the results of the 2001 Census. The OAs were created in order to output Census data in areas which were more consistent for statistical purposes, having a more uniform population size and number of households. The digital boundaries that define the OAs contain a limited amount of the PSIH's intellectual property, including a frozen set of ward boundaries as at 1st April 2003. The OAs were designed to fit inside the larger ward boundaries.
18. The PSIH and ONS signed a Framework Partner Licence Agreement in 2003 which allowed for the non-commercial distribution of OA data by ONS. ONS agreed to a one off payment for a 10 year licence to the PSIH to allow for the non-commercial re-supply of OAs. Anyone wishing to commercially exploit the OAs had to apply to the PSIH for a licence to do so, although the data itself would still be supplied by ONS. The Complainant has been in negotiations with the PSIH since 2003 to try to agree terms and conditions for the re-supply of OAs.

## Does the Complaint Concern the PSI Regulations and IFTS?

19. The complaint concerns various issues arising from the licensing of the PSIH's data to the Complainant. As the PSIH is accredited under IFTS, these principles apply. The creation of a ward boundaries' dataset by the PSIH falls within its public task. OPSI notes that the PSIH's public task is drawn widely and has determined that the meaning of public task in relation to the PSIH covers all those operations of the PSIH which are set out in Article 2 and Schedule 1 of the Ordnance Survey Trading Fund Order 1999 and as further detailed in the PSIH's Framework Document. Under Regulation 4 of the PSI Regulations, the Complainant's use of this information is in OPSI's view for a purpose other than the initial purpose within the PSIH's public task for which the document was produced. The complaint therefore engages both the PSI Regulations and IFTS.

## Overall Assessment

20. Having carefully considered the documentation supplied to us, and, having interviewed both parties, **OPSI does not uphold the complaint in this case**. Our reasons for this assessment are detailed in the issues raised section and summarised in the conclusion.

## Issues Raised in the Complaint and Recommendations

21. The complaint was reviewed under two headings, "charging" and "terms and conditions". Regulations 12 and 15 of the PSI Regulations and the Transparency and Openness principles of IFTS were examined.

## Charging

### Complainant

22. The Complainant claims that the PSIH specifications for royalty calculations were at best, complicated for value added resellers to work with and at worst, unworkable. The Complainant alleges that the administrative task involved in calculating, tracking and collecting the proposed royalties would be a severe imposition on re-suppliers. The Complainant continues that since their clients may obtain the raw boundaries free from ONS the Complainant believes the PSIH specification to resellers to be unduly onerous.

## **PSIH**

23. The PSIH states that it is under a statutory obligation to operate under the Trading Fund model and is therefore required to finance its own functions from the licensing and sale of products. The PSIH states that although the royalty calculations may look fairly complex, they amount in practice to a simple equation. It does not agree that the royalty calculations are unworkable or as complex as the Complainant suggests. The PSIH considers that the equation ensures that the royalty paid by a licensee fairly reflects the value of the dataset used and the extent of use. Furthermore, the PSIH is also able to supply distributors with a spreadsheet which can assist them with the task of calculating royalties. It also asserts that it is standard practice for commercial re-sellers to be required to operate a royalty scheme and that it is usual to calculate royalties for geographical information on an area basis. The PSIH is also of the opinion that a simplification of its pricing model in this case through charging a one-off fee would undermine its ability to discharge its obligations as a Trading Fund and would result in its not treating all its customers on an equal basis.
24. The PSIH does not agree with the contention that end users' ability to obtain raw boundary data free of charge means that the PSIH's contractual requirements are unduly onerous. It argues that the Complainant is a commercial re-supplier who should be expected to pay a fee for the data. The PSIH argues that charging for data on the basis of its value and the extent of its use are not incompatible with the IFTS Transparency principle. It has stated that its pricing now reflects the proportion of its intellectual property that resides in the OAs.

## **OPSI's Assessment:**

### **PSI Regulations**

25. In respect of charging, OPSI is of the view that Regulation 15 of the PSI Regulations is relevant to this complaint. Regulation 15(2) states that 'The total income from any charge shall not exceed the sum of (a) the cost of collection, production, reproduction and dissemination of documents; and (b) a reasonable return on investment'.
26. Having reviewed the basis on which the PSIH proposed to charge the Complainant, OPSI finds that the charges are in accordance with the PSI Regulations.
27. The PSI Regulations state that a public sector body may charge for allowing re-use. While the ONS created the OAs, its contract with the

PSIH only allows for their free dissemination for non-commercial use. The agreement between ONS and the PSIH clearly states that the contract is for non-commercial re-use. The provision of data to the Complainant is a commercial re-use. It is therefore appropriate that charges should be levied.

28. The Complainant argues that the actual percentage of data used within the OAs is low and that the value of the ward boundaries is minimal. OPSI considers that these facts have been taken into account by the PSIH. The PSIH operates within the context of the Treasury Trading Fund charging model. The PSIH calculates charges across its business and meets its set Trading Fund return on capital employed target. It is difficult to allocate costs with absolute precision. However, we consider that the PSIH has gone to reasonable lengths to meet the requirement. OPSI acknowledges the difficulty in doing so, especially in this case where the value of the PSIH intellectual property within the ONS dataset has to be calculated. The PSIH's original minimum royalty fee of £5000 per annum was reduced to £500 per annum to reflect the fact that only a percentage of the intellectual property within the OAs belongs to the PSIH, and the low value of the data concerned. Additionally, the PSIH has reduced the percentage cost per square kilometre of its full boundary dataset considerably to reflect the amount of data used in the OAs.
29. Regulation 15(5) states that 'where a public sector body charges for re-use, so far as is reasonably practicable, it shall establish standard charges'. Regulation 15 (6) states that 'a public sector body shall specify in writing the basis on which a standard charge has been calculated if requested to do so by an applicant'. OPSI finds that the PSIH has complied with these Regulations. The PSIH has clearly specified in correspondence and in the draft licence what its charges will be. Although, as suggested by the Complainant, it may be simpler for the PSIH to introduce a one-off payment for commercial re-use, this is not in accordance with its standard charging practices. The Complainant alleges that the royalty calculations are complex. The PSIH has produced a spreadsheet which supports the administration of the system when used in conjunction with the schedule of royalties published in the DDA. The spreadsheet allows the user to calculate royalties automatically either on a percentage of the UK basis or a per square kilometre basis. Monetary values are produced based on the number of terminals that the licensee will be using. As negotiations stalled before terms were agreed, the spreadsheet was never offered to the Complainant. However, the PSIH has now made the spreadsheet available. OPSI believes that the spreadsheet does facilitate the royalty calculations.

## **IFTS**

30. In respect of charging, OPSI is of the view that the Transparency principle is relevant to this complaint. This principle states that pricing should be explained clearly and simply and that reasons should be given for decisions.
31. OPSI finds that the PSIH has complied with the Transparency principle. Charges have been clearly outlined in the most recent version of the DDA that was presented to the Complainant and reasons given for these charges. OPSI acknowledges the PSIH's argument that it is usual to calculate royalties for geographical data on an area basis and notes the PSIH has now supplied the Complainant with a spreadsheet to facilitate such calculations. In its representations to us, the Complainant argued that the small size of the geographical units that are at issue in this case make this task more complex and onerous than would be the case with larger, and therefore fewer units. The Complainant had some concerns that the royalty scheme would require them to carry out extensive, costly analysis prior to beginning a piece of work for a client. However, the use of the spreadsheet means that estimates for work can be given which will be reasonably accurate and straightforward to calculate. OPSI considers the basis on which royalties are charged to be sufficiently transparent.

## **Terms and Conditions**

### **Complainant**

32. The Complainant believes that the terms and conditions for re-supply proposed by the PSIH are extremely complex and that they are not transparent. The Complainant asks why its members should be forced to become Framework Partners. It then states that the amount of time required to negotiate such an agreement would be out of all proportion to the value of the dataset. The Complainant also believes that the PSIH's insistence on OAs being subject to its Framework Agreement to be in restraint of trade and places an impediment on the free dissemination of Census data.

### **PSIH**

33. The PSIH argues that its licensing policy must ensure robust protection of its intellectual property rights. The PSIH does not accept that its terms and conditions are especially complex. Although it accepts that the Distributor Framework Agreement (DFA) "is quite long", it does not accept that it is especially complex. It asserts that it is standard practice for commercial re-sellers to enter into a Framework Partner Agreement and notes that

this was subsequently replaced by a DFA that would be simpler for the Complainant to operate. It states that its distribution agreements do not unnecessarily restrict the way in which data can be re-used. The DFA is a standard agreement which covers important provisions and which the PSIH cannot freely negotiate if it is to abide by its licensing principle of non-discrimination. It argues that it has created a specific Data Distribution Agreement (DDA) which recognises the fact that commercial re-use of OAs has unique characteristics. The PSIH considers it has gone as far as it can in simplifying the DDA for OAs “without undermining the financial and regulatory constraints under which we are obliged to operate.”

**OPSI's Assessment:**

**PSI Regulations**

34. In respect of terms and conditions, Regulation 12 of the PSI Regulations is relevant to this complaint. Regulation 12(2) states that “Where conditions are imposed they shall not unnecessarily restrict (a) the way in which a document can be re-used; or (b) competition.
35. The terms and conditions are set out in the DFA and the DDA. Initially, the Complainant was asked to sign a Framework Partner Licence Agreement (FPLA), but after representations from the Complainant a simpler DFA was offered. OPSI believes that this more accurately reflects the role of the Complainant. Rather than acting in partnership with the PSIH, the Complainant is in fact utilising data largely created by ONS to carry out a role more akin to distribution. In either case, whether acting as a distributor or a partner, the Complainant would be required to enter into a framework agreement. It is the OPSI view that it is right and proper that the Complainant sign a framework agreement as this is the standard PSIH model and necessary to ensure that licensees are treated equally.
36. The Complainant has argued during the negotiations for a licence that it is a unique user group. It states that they are negotiating a licence with a PSIH which holds IPR in the product in question but did not create it. Ordinarily, ONS would deal with commercial re-supply of the data, but as this is not part of its business model, the PSIH is obliged to do this. OPSI believes that the PSIH has acknowledged this unusual situation and drawn up a specific DDA to accommodate the concerns of the Complainant. In this DDA the limited amount of the PSIH's IPR has been reflected with a substantial reduction in the annual royalty fees. The agreement also allows for a discount for the use of fewer terminals which may be of help to smaller organisations seeking to use the data.

37. Discussions and negotiations for the OAs have been protracted. However, there is evidence to support the fact that the PSIH has taken steps to meet the requirements of the Complainant, for instance by reducing the frequency of expected royalty statements, the change from FPLA to DFA and the acknowledgement that there is limited IPR as reflected in the reduced minimum royalty and cost per square kilometre. The Complainant remains dissatisfied with the PSIH's proposals, but the PSIH considers that it is unable to offer more favourable terms. This is why negotiations have currently stalled.
38. OPSI reviewed the terms and conditions set out in the DFA and DDA to ensure they did not breach the Regulations. We have some comments to make under IFTS, but in general are satisfied that the licence terms and conditions do not unnecessarily restrict the way in which OAs are used.
39. OPSI had some initial concerns that the size of the minimum royalty fee may inhibit competition on the part of small companies. The Complainant also had a concern that some clauses were unduly onerous. For example, the PSIH right to contact clients directly and the annual fixed year contract despite the fact that the data does not change at all between censuses.
40. As stated elsewhere in the report, the PSIH has taken a number of steps to address issues raised in the first licence that it offered to the Complainant. On reviewing the most recent terms that were offered to the Complainant, including reduced royalty fees, we find that the PSIH's activities in this case are not anti-competitive and therefore there has been no breach of Regulation 12. However, **we suggest that in order to achieve best practice, the PSIH reviews those clauses mentioned in paragraph 39 which cause the Complainant concern. We ask the PSIH to consider whether granting licences for longer periods of time may be more appropriate and whether it is necessary to contact the Complainant's clients directly.**

#### IFTs

41. In respect of terms and conditions, OPSI is of the view that the Transparency and Openness principles are relevant to this complaint.
42. OPSI has conducted a review of the DFA and DDA that was offered to the Complainant and finds that:
- The language used could be clearer and less legalistic. There is a significant amount of jargon used and although there are a lot of definitions which is helpful, these definitions are scattered over several locations in the DFA and the DDA.

- The OAs DDA is an improvement on the standard DDA originally proposed to the Complainant; it is shorter and clearer, although the language style is still somewhat legalistic.
  - References are made to the Ordnance Survey Price List. This should be incorporated into licences, or it should be made clear how customers can obtain it.
43. The PSIH is undertaking a fundamental review of its licences at present, both in terms of structure and content, with a view to simplifying the licensing structure and making the content of the licences clearer. While we find that the PSIH is not in breach of the IFTS principle of Transparency, **OPSI suggests that the PSIH notes the points raised in paragraph 42 as part of its licensing review.**
44. Under the Openness principle, although there is no suggestion that the PSIH will not allow re-use, there is a question whether the time taken to agree terms and the alleged lack of transparency has an impact on maximising re-use. OPSI considers that the PSIH has made efforts to meet the needs of the Complainant within acceptable timescales. Our review of the correspondence in this case leads us to the view that the PSIH has not caused unwarranted delays in the negotiations. OPSI also believes that the proposed terms and conditions do not impede the re-use of OAs

## Conclusion

45. **OPSI does not uphold the complaint in this case.**

46. In respect of charging, OPSI finds that:

- The PSIH has complied with Regulation 15.
- The PSIH has complied with the Transparency principle. OPSI considers the basis on which royalties are charged to be sufficiently transparent.

47. In respect of terms and conditions, OPSI finds that:

- On reviewing the most recent terms that were offered to the Complainant, the PSIH's activities in this case are not anti-competitive and therefore there has been no breach of Regulation 12. However, **we suggest that in order to achieve best practice the PSIH reviews those clauses referred to at paragraph 39**

**which cause the Complainant concern. We ask the PSIH to consider whether granting licences for longer periods of time may be more appropriate and whether it is necessary to contact the Complainant's clients directly.**

- The PSIH is not in breach of the IFTS principle of Transparency. The PSIH is currently undertaking a fundamental review of its licensing process. OPSI suggests that the PSIH notes the points raised in our review of the DFA and DDA as part of its overall licensing review.
  - Under the Openness principle, although there is no suggestion that the PSIH will not allow re-use, there is a question whether the time taken to agree terms and the alleged lack of transparency impacts on maximising re-use. OPSI considers that the PSIH has made efforts to meet the needs of the Complainant within acceptable timescales. OPSI also believes that the proposed terms and conditions do not impede the re-use of OAs.
  - The situation described in this report is quite unusual. In most circumstances the data which is produced by ONS would be licensed by ONS for both commercial and non-commercial use. However, the commercial re-supply of data does not form part of the ONS business model. Under the PSIH business model, there is a charge made for the commercial use of data and terms and conditions are set for its re-use. This is acceptable under both PSI and IFTS but it does entail the Complainant entering into an agreement with the PSIH. OPSI finds in general that the model is working acceptably.
48. OPSI has made several findings throughout this report under both the PSI Regulations and the IFTS principles. OPSI will work with the PSIH to determine the right approach in addressing these issues.
49. In accordance with Regulation 20 of the PSI Regulations, the PSIH and the Complainant have the right to apply to the Advisory Panel on Public Sector Information (APPSI) Review Board for review of the recommendations made under the PSI Regulations in this report.

## Glossary

**ACD - Association of Census Distributors** - The Association of Census Distributors is a trade association comprised of members who use Census data. Members process and add value to Census data which they then re-supply to their clients.

**DDA - Data Distributor Agreement** – This sits underneath the DFA. It precisely details what a distributor is required to do when distributing a specific type of data, for example OA data.

**DFA - Distributor Framework Agreement** - This is the umbrella agreement which all Ordnance Survey data distributors must sign up to.

**FPLA - Framework Partner Licence Agreement** – This is the umbrella agreement that all Ordnance Survey partners must sign up to.

**IFTS - Information Fair Trader Scheme** - IFTS is a best practice accreditation for **PSIHs** who trade in information and license their **material** for **re-use** by third parties. The 5 principles of Openness, Transparency, Fairness, Compliance and Challenge are used to determine if a **PSIH** is achieving a high standard of compliance with the **Re-use of Public Sector Information Regulations**.

**IPR - Intellectual Property Rights** – Intellectual Property Rights protect property which can come in the form of for example patents, copyright, trademarks and trade secrets produced by either a company or an individual.

**Material** - Material is the subject of **copyright**, such as documents, photographs, music etc. It also includes raw information such as datasheets and spatial data.

**ONS - Office for National Statistics** – ONS is the government department that provides statistical and registration services. ONS holds the decennial census of the population.

**OPSI - Office of Public Sector Information** - Operating from within the National Archives, the Office of Public Sector Information (OPSI) is at the heart of information policy, setting standards, delivering access and encouraging the re-use of public sector information. OPSI provides a wide range of services to the public, information industry, government and the wider public sector relating to finding, using, sharing and trading information.

**OS - Ordnance Survey** - Ordnance Survey is the national mapping agency for Great Britain and a **PSIH**.

**OAs - Output Areas** - The OA boundaries were created in order to collect Census data in areas which were more consistent for statistical purposes, having a more uniform population size and number of households. This is by contrast with the Enumeration Districts (EDs) which were the previous building blocks for the Census.

**PSIH - Public Sector Information Holder.** Any body which is part of central government, local government, the NHS, and other non-departmental bodies such as the National Parks Authority. Material produced by such organisations in the line of their work is known as **Public Sector Information**.

**Public Task** - An organisation's public task is the objectives which it is required to carry out and may be statutory or contained within a framework document. The organisation's main activity will be focused on meeting its obligations outlined in its public task. A PSB may also carry out activities of a more commercial nature which are not part of its public task.

**Re-use** - When **material** altered, adapted, copied, improved, updated or otherwise used in a way other than its primary function, this is re-use, and falls under the **Re-use of Public Sector Information Regulations**.

**Re-use of Public Sector Information Regulations** - These regulations outline a **PSIH**'s obligations under EU law to trade fairly in **PSI**. They also outline the sources for appeal against a decision by a **PSIH**, and outline what type of licensing should be carried out.

The aim of the Regulations is to encourage the **re-use of public sector information** by removing obstacles that stand in the way of **re-use**. The main themes are improving transparency, fairness and consistency. In doing so, it will help stimulate the development of innovative new information products and services across Europe, so boosting the information industry.

**Royalty** - A royalty is the money due to the owner or licensor of Intellectual Property when it is used by another party.

**Trading Fund** - A Trading Fund is a **PSIH** that must source some or its entire operating budget from its business activities. This may include charging for services, royalties from licences or consultancy among others. Trading funds are responsible for their own licensing procedures, and so must be members of **IFTS**.

**Use** - When **material** is handled in the way it was intended, such as a map is used to locate a road that is called use. It does not include changing, improving, updating or copying information.

**Ward Boundaries** - A ward boundary is a line which appears on a map that divides towns and cities into districts for the purposes of elections and administration.