

# University of Hartford

## Software Management and Compliance Guidelines

This policy is issued in an effort to remind the University community of the importance of complying with that policy and to reiterate the seriousness of failing to do so.

Simply put, the unlicensed duplication or use of any software program is illegal and can expose both you and the University to civil and criminal penalties under copyright law. University of Hartford's Software Policy was adopted in order to:

- establish standards of conduct with respect to software acquisition, copying, transfer and use;
- inform faculty and staff of the repercussions associated with software misuse;
- set forth disciplinary procedures for such misuse; and
- avoid University liability for individual's violations of copyright law and software licenses.

The Software Policy applies to all software acquired by or on behalf of University of Hartford and all software (however acquired) used on University of Hartford resources. Each user is individually responsible for reading, understanding, and adhering to the Software Policy, Computer Usage Policy and all licenses, notices, and agreements in connection with software, which he or she acquires, copies, transmits, or uses. An individual who violates the Software Policy is subject to any combination of the following:

- immediate system "lock-down" to prevent installation of future software;
- suspension or revocation of computer accounts; and
- disciplinary action as detailed by the relevant policies and rules for faculty and staff. These actions may include suspension or termination of employment.

Without limiting the individual's personal liability, the applicable unit (e.g., administrative or academic department, center, institute, school or college) for any employee who violates the Software Policy is internally responsible for:

- any assessed or agreed to fee/fine/settlement/license amounts associated with remedying noncompliance and restoring an appropriately licensed system;
- costs associated with future installation/upgrade of software; and
- costs associated with monitoring compliance.

In addition to University disciplinary actions, individuals who commit copyright infringement are personally subject to civil and/or criminal sanctions. University of Hartford is under no obligation to defend, indemnify or hold harmless such violators, as acting in violation of federal law is clearly outside the course and scope of employment. Furthermore, the University can be expected to cooperate with law enforcement officials in the investigation and prosecution of any violator.

Please contact the Purchasing Department at x4009 should you have any questions or require assistance. Thank you for your cooperation.

## Reasons for Following the Terms of Software Licenses

Computer software is a form of intellectual property and is covered under the same provisions of copyright law that protect music, books and film from unauthorized distribution. Like the more traditional media, infringement of copyright law involving computer software carries stiff penalties.

All software comes with a license that specifically states the terms and conditions under which the software may be legally used. Licenses vary from program to program, and may authorize as few as one computer or user to use the software, or as many as several hundred network users to share the application through the system. It is important to read and understand the license agreement accompanying the software program to ensure that you have sufficient legal copies for your college or department's needs.

## Risks of illegal software use

- Disciplinary action from the University, including termination
- Revocation of computer account(s)
- Personal liability
- Criminal charges
- Fines of up to \$150,000 per infringed title
- Lack of product support
- Blemished reputation
- No product warranties
- Virus penetration

**Note:** Portions of this document are reprinted with permission from the Software Information Industry Association's (<http://www.siiia.net>) Software Management Guide Brand and product names are trademarks or registered trademarks of their respective companies.

## Steps to Ensure Software Compliance

University of Hartford colleges and departments are responsible for implementing software management procedures that ensure software compliance and are in keeping with the University of Hartford Software Policy. A well designed procedure generally includes the following steps:

### Step 1. Designate a Software Manager

Each college and department will assign one (or more) employee(s) as a Software Manager. The Software Manager is a responsible, detail-oriented individual who serves as the focal point for software activities within the department, school or building. This person is knowledgeable about all aspects of the University of Hartford Software Policy as well as the college or department's software procurement procedures. End users should have easy access to the Software Manager and be instructed to address all software-related inquiries to that person.

**Please note: The Software Manager is NOT responsible for software copyright violations found on his/her colleagues computers. The Software Manager is strictly a resource for computer users to refer to with software acquisition related inquiries.**

### Step 2. Establish Responsibility

Each computer user at University of Hartford is ultimately responsible for any software copyright violations found on his/her computer. Most software copyright violations occur unwittingly because users either overlook or do not

understand software license agreements. If computer users are unclear on the terms of a software agreement the Software Manager should be notified.

### **Step 3. Distribute the University of Hartford Software Policy**

In many colleges and departments the Software Manager is the most knowledgeable individual on the topic of University of Hartford's policy regarding the acquisition and use of software. Therefore, the Software Manager should distribute the University of Hartford Software Policy annually to all employees (old and new).

### **Step 4. Institute Software Procurement Procedures**

#### **Needs assessment**

Departments should assess software purchasing decisions like any other investment. The college or department defines its software requirements, supervisors approve the requirements, and software packages are evaluated to determine which are best for the department. This process should be as prompt and efficient as possible so as not to create the situation where an employee is encouraged to make a copy of a software program to complete a specific task.

University of Hartford's Software Site License Program, administered by the Purchasing Department, offers products with deeply discounted prices as well as prompt and efficient order processing.

#### **Planning and budgeting**

Departments should budget software purchases just like hardware acquisitions. When planning hardware purchases, you should budget for software for new CPUs and existing equipment. Budgeting and providing for only computer hardware purchases encourages illegal software copying. Software expenditures can amount to fifty percent or more of the cost of the computer system it resides on. Because it is a significant expense and software is a critical component of the information processing function, it should be budgeted along with other aspects of information processing. To obtain the maximum value from your software assets, you should also budget for employee training. The key to developing a realistic budget is to effectively implement the first step -- the evaluation of the department's requirements for software, hardware, training, and maintenance.

#### **Purchasing**

It is essential that the purchasing of software be a standardized procedure just like the acquisition of other critical assets. Software purchases should proceed through the normal purchasing channel, which requires a purchase requisition or credit card (and supervisor or management approval). Microsoft and Adobe products are available for purchase on the Purchasing Department website ([uhaweb.hartford.edu/purchase](http://uhaweb.hartford.edu/purchase)) in the "shop" portal by inputting your departmental codes. Even though many software packages may be inexpensive, software **should not** be purchased through employee expense reports, travel reports or from department petty cash, because it is then difficult to track purchases for budgeting and compliance purposes.

### **Step 5. Maintain Software Compliance**

In order to effectively manage your college or department's software assets, the Software Manager should continually guard against the introduction of illegal software by:

- performing periodic spot checks on individual computers to make sure all software is legitimate; and
- conducting an annual software inventory or "audit."

## Audit process

The audit process is the critical step in implementing a software management plan. Without regular software audits, there is no way of knowing whether or not the management plan is effective. Audits can also enable the Software Manager to obtain a better sense of what software is being used, as well as what software is not being used and therefore may be unnecessary.

The basic purpose of an audit is to:

- determine what software applications are installed on your computers; and
- remove and replace any unauthorized software found.

**Please note: Any fines or fees associated with the non-compliance of software license agreements will be charged back to the college or department where the illegal copies are located.**

## Other Considerations

### Limiting who can install software

You can centralize control over which software is installed on your department's computers by using security and management programs, such as Fortres 101 (Windows - Fortres Grand Corporation) and/or FoolProof (Macintosh/Windows – Riverdeep Interactive Learning). These applications lock a computer's hard drive so that end users cannot install any software programs. A designated administrator will have the password to unlock the hard drive and perform the installation.

### Home computers and/or laptops

It is not unusual for employees to take work home or bring personal software to the office. However, this is another area of potential risk. Generally, employees are **not permitted** to bring software from home and load it on University of Hartford computers because of:

- unnecessary liability; and
- potential risk of viruses brought in on the employee's software.

By the same token, we **do not permit** licensed software to be loaded on any computer that is not owned by the University of Hartford. **No exceptions.** University of Hartford's computers are important assets and risks to these assets should be minimized. To ensure that all software used in a college or department is both legal and virus-free, software should be purchased and installed through the established software procurement process only.

### Using a standardized set of software applications

One way of reducing the work involved with tracking software is to choose a standard suite of products for your entire college or department and purchase only those products for each workstation.

## Storage and security

After installing the program on the hard disk, the original software should be kept in a separate, secured storage area. By ensuring secure storage, the risk of software theft and unauthorized duplication of software is minimized. Original software should be stored so that it is not subject to damage by environmental factors such as heat, fire, and water. Each end user is responsible for the storage and security of his or her software documentation. The Software Manager will maintain all volume licensed media (Adobe, Microsoft) in a secure storage area.

## Documentation

Original manuals, tutorials and other user-oriented documentation should reside with the end user. This encourages employees to purchase legitimate software. If you work in a network environment, you may opt not to distribute a manual to each user. In that case, be sure to designate a resource person, such as the Software Manager, to respond to questions.

## Purchasing Department Software Management Procedures

Purchasing Department uses the procedures outlined in this section to ensure software compliance. University of Hartford colleges and departments should consider using similar arrangements for assigning responsibility and maintaining proof of purchase documentation.

### End User Responsibilities

Each end user is responsible for the following:

- maintaining a documentation binder that contains proof of purchase information for all software installed on the end user's workstation; this could be a simple purchase receipt, Purchase Order, etc.
- referring questions to the Software Manager regarding software licensing issues; and
- cooperating with the Software Manager when periodic audits (spot checks) are performed.

**Important Note:** *End users are ULTIMATELY responsible for any software copyright violations found on his/her machine(s).*

## Software Manager Responsibilities

The Purchasing Department has entrusted multiple Software Managers to help coordinate software compliance. These Software Managers are based on logical groupings of individuals, such as geographic location and reporting structure. Each Software Manager is responsible for the following:

- serving as a focal point for software activities within the department;
- distributing the University of Hartford Software Policy;
- coordinating software acquisitions and consolidating purchases;
- assisting individuals in ensuring software compliance on their computers;
- educating individuals about software compliance;
- conducting self-audits to ensure software compliance; and

- maintaining summary documentation for software installed on computers within the scope of responsibility.

**Important Note: Software Managers are ONLY responsible for software copyright violations on his/her machine(s).**

## **Non Site-Licensed Software (e.g., Corel, Quark, etc)**

Depending on how the software was purchased (p-card or Purchase Requisition), the end user generally receives one or more of the following documents, which should be placed in the software documentation binder:

- Sales order/invoice receipt
- Packing slip denoting product and quantity purchased
- Copy of completed Purchase Order
- Print-out of on-line order from confirmation page of Purchasing Portal

## **Bundled or Preloaded Software**

End users are responsible for keeping ownership documentation for software that is preinstalled on a new computer or bundled with a peripheral device. Depending on how the hardware or peripheral device was purchased (P-card or Purchase Order), the end user generally receives one or more of the following documents, which should be placed in the software documentation binder:

- Sales order/invoice receipt
- Packing slip denoting product and quantity purchased
- Copy of completed Purchase Order
- Letter from hardware manufacturer denoting software applications that have been bundled or preloaded with the purchased hardware

## **Shareware/Freeware**

Shareware programs, such as WinZip, typically offer a trial period. After the trial period expires, the end user is responsible for either uninstalling or purchasing the program. For each shareware program, the end user is responsible for tracking the information described previously under Non Site-Licensed Software. For each freeware program, the end user maintains a copy of the license agreement. The license agreement can usually be found on the web site from which the software was downloaded or in the Readme file.

## Definitions

In terms of copyright, there are four broad classifications of software. To determine the category to which a software application belongs:

### Commercial software

Commercial software represents the majority of software purchased from software publishers, commercial computer stores, etc. When you buy software, you are actually acquiring a license to use it, not own it. You acquire the license from the company that owns the copyright. The conditions and restrictions of the license agreement vary from program to program and should be read carefully. In general, commercial software licenses stipulate that (1) the software is covered by copyright, (2) although an archival copy of the software can be made, the backup copy cannot be used except when the original package fails or is destroyed, (3) modifications to the software are not allowed, (4) decompiling (i.e., reverse engineering) of the program code is not allowed without permission of the copyright holder, and (5) development of new works built upon the package (derivative works) is not allowed without the permission of the copyright holder.

### Shareware

Shareware software is covered by copyright, as well. When you acquire software under a shareware arrangement, you are actually acquiring a license to use it, not own it. You acquire the license from the individual or company that owns the copyright. The conditions and restrictions of the license agreement vary from program to program and should be read carefully. The copyright holders for shareware allow purchasers to make and distribute copies of the software but demand that if you adopt it for use you must pay for it. In general, shareware software licenses stipulate that (1) the software is covered by copyright, (2) although one archival copy of the software can be made, the backup copy cannot be used except when the original package fails or is destroyed, (3) modifications to the software are not allowed, (4) decompiling (i.e., reverse engineering) of the program code is not allowed without permission of the copyright holder, and (5) development of new works built upon the package (derivative works) is not allowed without the permission of the copyright holder. Selling software as shareware is a marketing decision; it does not change the legal requirements with respect to copyright. That means that you can make a single archival copy, but you are obliged to pay for all copies adopted for use.

### Freeware

Freeware also is covered by copyright and subject to the conditions defined by the holder of the copyright. The conditions for freeware are in direct opposition to normal copyright restrictions. In general, freeware software licenses stipulate that (1) the software is covered by copyright, (2) copies of the software can be made for both archival and distribution purposes but distribution cannot be for profit, (3) modifications to the software are allowed and encouraged, (4) decompiling (i.e., reverse engineering) of the program code is allowed without the explicit permission of the copyright holder, and (5) development of new works built upon the package (derivative works) is allowed and encouraged with the condition that derivative works must also be designated as freeware. That means that you cannot modify or extend freeware, and then sell it as commercial or shareware software.

### Public domain software

Public domain software comes into being when the original copyright holder explicitly relinquishes all rights to the software. Under current copyright law, all copyrighted works (including software) are protected as soon as they are committed to a medium, for something to be public domain it must be clearly marked as such. Before March 1, 1989, it was assumed that intellectual works were NOT covered by copyright unless the copyright symbol and declaration appeared on the work. With the U.S. and Canadian adherence to the Berne convention this presumption has been reversed. Now all works assume copyright protection unless the public domain notification is stated. This means that for public domain software (1) copyright rights have been relinquished, (2) software copies can be made for both archival and distribution purposes with no restrictions as to distribution, (3) modifications to the software are allowed, (4) decompiling (i.e., reverse engineering) of the program code is allowed, and (5) development of new works built upon the package (derivative works) is allowed without conditions on the distribution or use of the derivative work.

By signing below, I acknowledge that I have read and agree to the terms and conditions of the

**University of Hartford**

**Software Management and Compliance Guidelines**

I understand and assume the responsibilities listed within this document.

---

**Employee Signature**

---

**Title**

---

**Name (Print)**

---

**Date**

*Once this document is signed, please give this page to your Software Manager to retain for future reference.*