Conditions for the use of centrally procured licences and the requirements and qualification criteria for the purchase and central management of software

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### **Summary**

Describes the conditions that apply to users who use the IT department's centrally procured software as well as the requirements and qualification criteria that apply so that the IT Office shall purchase and manage the purchased software centrally.

### **Definitions**

### Affiliated to KI

Relates to persons who are not employed by KI, but who carry out an assignment on behalf of KI who do not receive remuneration in the form of salary directly from KI. A person "Affiliated to KI" may be, for example, a consultant, scholarship holder, doctor or postdoc.

### **Employees**

Employee (full or part-time) refers to persons who receive a salary from KI and are registered in KI's personnel system Primula.

### **Software**

Refers to executable programs/applications for computers and similar hardware.

#### Software license

Refers to permissions from the manufacturer/supplier to use their software in accordance with applicable agreements and terms and conditions.

### Copyright

Software refers to an intellectual property right protected by copyright by the Copyright Act (Law 1960:729). Copyright rules provide copyright holders with the exclusive right to decide how to use the software. Legislation or practice may also grant damages to the copyright holder and a prohibition on other people from using the software. This is usually stipulated in the terms of use and in the licence agreement as well as in the agreements entered into.

### Additional documents/guidelines

### Provisions and instructions for affiliation

These provisions apply to persons who are not employed by Karolinska Institutet (KI), but who participate in activities at KI within the framework of their employment by another employer. The provisions also apply to persons who receive scholarships as a postdoctoral researcher or who have other primary livelihoods.

### Software catalogue

Contains the software offered centrally by KI. To this there is also a link to information about prices.

### Rules for the use and management of program software and software licenses

Describes the rules and responsibilities of end-users, licence coordinators, heads of department/AC/research leaders, etc. when handling software licences and any penalties that arise if these rules are not complied with. The documents also

include information about managing software and software licences from acquisition, installation, to uninstallation.

## Conditions for the use of centrally procured licences & Cloud services

### Use

Academic licences may: **not**, under any circumstances, be used in commercial contexts, in research projects financed in whole or in part by parties with commercial interests or otherwise contrary to copyright, unless otherwise stated in accordance with the software in question. In case of uncertainty, please contact the helpdesk via <a href="https://selfservice.ki.se/en-us">https://selfservice.ki.se/en-us</a>

For cloud services the employee or affiliated KI-email shoul be used (where applicable).

### Software licences and cloud services for employed users and users affiliated with KI

KI's licence agreement is primarily intended to provide employees with software to enable the employee to perform his or her work.

For rules regarding the use of software, see Rules for the use and management of software and software licenses

### Employed doctoral students and other employees studying at KI

Doctoral students who are employed, and other employees who are students at KI, may not use student software within the framework of their employment at KI without the approval of the IT Office. Student software may only be installed on the doctoral student/employee's privately owned computer. In order for the doctoral student and other employees to be able to use software provided to students, the doctoral student/employee must be registered and active on a course at KI. Student software may only be used in direct connection with studies and not in daily activities such as research projects or other operational activities.

### Uninstallation

If the IT Office finds that centrally procured software has not been used by the user for more than 90 days, the IT Office is entitled to request that the software be uninstalled and/or that the user be unregistered.

# Requirements and qualification criteria for purchasing and central management of software/cloud service

The fact that the software is included in the software catalogue means that the software is owned and managed centrally by the IT Office, among other things, from a compliance and billing perspective. A prerequisite for this central management and being included in the <u>Software catalogue</u> is that the program meets the following requirements and criteria. In order to ensure compliance with the centrally procured licences, it is a requirement that an inventory client be installed on the computer(s) on which the software is installed.

### Requirements and qualification criteria

#### Needs/volumes

There must be a need for at least two departments and a minimum of 20 users for the Licence function at the IT Office (hereinafter referred to as the *Licence function*) to begin to examine how the software can be purchased. It is incumbent on the institution/person who submitted the request (hereinafter referred to as *Primary requester*) to examine the needs of other departments.

### License model or functions of cloud service

If the manufacturer offers several types of licence models, a common licence model shall be agreed with the Licence function. The agreed licence model shall apply to all users. A basic requirement is that the right-of-use agreement allows the licence to be transferred to another user with little administrative effort and time required for the manufacturer's approval.

### Responsibility

The person who made the primary request for central purchase of software or a cloud service shall continue to be the Licence function's only contact with regard to agreements and vendor issues. It is also the primary requester's responsibility to coordinate, inform and obtain other's agreement as to what has been agreed with the Licence function if necessary. This may apply to issues concerning agreements, suppliers and other issues of a general nature.

In the case of cloud services, it is the responsibility of the primary requester to ensure that KI does not violates any GDPR-regulations.

#### Use

If the Licence function finds that software or cloud service <u>has not been used</u> by the user for more than 90 days, the Licence function is entitled to request that the software be uninstalled and/or that the user of the software in question be unregistered.