



Foreword:

Software is a critical factor of production for the missions of colleges and universities. For the foreseeable future, institutions will choose and blend commercial, open source, software-as-a-service, and some homegrown systems to meet evolving software needs.

Many commercial firms and open source communities wish to sell or otherwise provide software to colleges and universities. This document describes a set of principles to facilitate efficient licensing among software producers and consumers for higher education. There may be some variance in adherence to these principles among different classes of software, e.g., desktop personal productivity applications that are common across many uses versus ERP or classroom systems that are more specialized for higher education or even software as a service/cloud. As principles, these provide a philosophical basis for reaching specific contract language and sufficiency of terms.

Licensing Principles for Software Acquisition and Use in Higher Education:

- 1. Right of Perpetual Use.** Licensees of software have the right to ongoing and indefinite use of a particular licensed version of software that cannot be abridged or negated.
- 2. Source Code Provision.** Licensees of software should be able to directly receive the source code to software in order to continue using and maintaining - not distributing - a version of software should the software producer discontinue.
- 3. Ownership Changes.** Company or community evaluation is often a critical part of a software choice. Ownership changes unilaterally alter - for worse or better - prior evaluations in choosing software. Licensees have the right to timely notice of consequential changes of ownership. Licensees have the right to confirm or reject existing software contracts after a sale/merger/acquisition.
- 4. Notification of Termination.** Changes in terms for licensing agreements should respect the academic calendar with limited windows for transitions between semesters/quarters, etc. Terms for notification of termination should be no less than 60 days with a reasonable option to extend to match the next academic term transition.
- 5. Enterprise License.** Metered models of software licensing interfere with broad use and adoption, can trigger unexpected costs, and make little sense from a cost perspective. Licensees of software should establish an unmetered institutional price for use of software by appropriate members/affiliates of an institution. Enterprise pricing differences may be tied to other generally enduring attributes of an institution (e.g., Carnegie class, annual revenues, enduring FTE approximations, etc.).
- 6. Location Independent Use.** Software licenses should not constrain the location or connection method of the faculty, staff, or students who are authorized to use the software when the software is being used for its intended purpose. Licensees of software should be able to use the software in the location that best meets their needs. For example, students shouldn't have to travel to a campus computer lab in the middle of night when software could be accessed remotely.
- 7. Accessibility.** Software licenses should meet standards for both accessibility and usability for all users. Institutions should maintain the right to test software against institutional needs, accessibility and usability standards, and applicable legal requirements. Prior to finalizing an agreement, the vendor should modify and bring into compliance any software that does not pass these tests.