

Collin County Community College District Software and Copyright Compliance Statement

Collin County Community College District licenses the use of computer software from a variety of third parties. Such software is normally copyrighted by the software publisher/developer and, unless expressly authorized to do so, Collin County Community College District (Collin College) has no right to make copies of the software except for backup or archival purposes. The purpose of this Software and Copyright Compliance Statement is to ensure Collin College respects all software copyrights and other copyrighted material/media to protect Collin College's computer environment from viruses and comply with applicable laws. This software and copyright compliance statement must be agreed to by all employees and is a condition of employment.

Guidelines

1. **General Statement of Policy:** It is the policy of Collin County Community College District to respect all computer software and other copyrights and to adhere to the terms of all software licenses to which Collin College is a party. Reports of any possible discrepancies will be directed to the appropriate supervisor for investigation and resolution. Information Technology staff may serve as a resource to supervisors in this process.

Collin College users may not duplicate any licensed software or related documentation for use either on Collin College premises or elsewhere unless Collin College is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject users and/or Collin College to both civil and criminal penalties under state and federal copyright laws.

Users may not give software to any outsiders including, but not limited to, students, contractors, customers, constituents or any other unauthorized individual(s). Collin College may use software on local area networks or on multiple machines only in accordance with applicable license agreements.

2. **User Audits and Education:** Each Collin College employee will conduct self-audits and correct any discrepancies immediately upon discovery. In addition, each Collin College employee must agree to this software and copyright compliance statement annually. It is the user's responsibility to ask questions and conduct adequate research to ensure software-licensing and copyright compliance.
3. **Acquisition of Software:** To be in compliance with the Software Publisher's Association (SPA) guidelines, software purchases should be made through the Collin College Purchasing Department. We attempt to restrict software acquisition channels to ensure Collin College has a complete record of all software that has been purchased for Collin College computers and can register, support and upgrade software accordingly. For software purchases or acquisitions made through other channels, the individual/purchaser must keep a copy of the purchase receipt or documentation of the gift/donation along with the license and original software.
4. **Site Licenses:** Individual users are not required to maintain copies of software licenses for which Collin College has a site license. Questions regarding site licenses should be referred to the Help Desk.
5. **Home Computers:** Collin College computers are organization-owned assets and must be kept in compliance with applicable copyright and licensing laws and agreements and must be kept virus free. Generally, organization-owned software cannot be taken home and loaded on a user's home computer if the software also resides on a computer owned by Collin College. If a user is to use software at home, Collin College must purchase a separate copy for home use, unless expressly authorized in the license agreement. Some license agreements do allow for multiple users, therefore, license agreements should be clearly understood or referred to the Help Desk for clarification.

6. Shareware, Trial, Demo Versions: Shareware software is copyrighted material, though distributed freely through the Internet and bulletin boards. It is the policy of Collin College to pay authors for their work. For purposes of acquisition, shareware software is purchased through the same methods as commercial software. Trial and demo versions must be purchased or removed according to the terms and conditions of the license agreement.
7. Penalties and Reprimands: According to the U.S. Copyright Act, illegal reproduction of software is subject to civil damages of as much as US\$100,000 per title infringed and criminal penalties, including fines of as much as US\$250,000 per title infringed and imprisonment of up to five years. Software and copyright compliance violations will not be tolerated by Collin College and will result in disciplinary actions as stated in *Collin College Procedures and Guidelines for Faculty and Staff* located on the HR website.
8. Music and Other Media: Copyrights of music, pictures, motion pictures, sound recordings, and any other media or material are also protected by this Software and Copyright Compliance Statement. Employees shall not download copyrighted music files or other media and material from the Internet or save music or other copyrighted files (e.g. from CDs, DVDs, etc.) to college computers or to the college network. If these are needed for a job-related purpose, the employee shall use college purchasing processes and obtain appropriate approvals. Copyright violations will not be tolerated by Collin College and will result in disciplinary actions as stated in *Collin College Procedures and Guidelines for Faculty and Staff* located on the HR website.

LAN Security Agreement

I agree to conform to the following restrictions in the use of the Administrative LAN (Local Area network):

- No unauthorized accessing, copying, installing, or uninstalling of district-owned or licensed software.
- User names, passwords, and other security-related information are not to be shared with others.
- District's computer resources will be utilized only for duties required by employment.
- Attempts to gain access to the district's computer resources except through assigned, authorized means, is strictly forbidden.
- Copyrights, terms and conditions of district-owned or licensed software will be respected.
- No software or hardware will be introduced or removed from the LAN without permission.
- E-mail communication is not private and may be subject to scrutiny.