

REQUEST FORM FOR SOFTWARE LICENSE AND/OR MAINTENANCE CONTRACTS

Purpose: The Purpose of this Request Form is to confirm that the requesting budget authority has reviewed the terms and conditions applicable to the software license and/or related maintenance contracts prior to Procurement and Contract Services (PACS) executing the contracts or issuing a purchase order. Generally embedded in the dense contract language of a license or maintenance contracts are substantive terms and conditions that have significant impact to Oregon Tech and to the resulting program. PACS reviews and attempts to either alter or eliminate many of the clauses, however, several of the issues are departmental business decisions.

When Required: This Form is required to be signed and returned to PACS with any request to execute a contract or issue a purchase order to purchase software licenses and/or related maintenance. **Departments must consult with ITS and PACS prior to signing this Form.**

Please review the software license and/or maintenance contracts and give special attention to the following:

- ✚ Does the contract include a full implementation schedule along with a specific roles and responsibility matrix?
- ✚ Does the effective dates match your project?
- ✚ Does the contract have an auto renewal clause?
- ✚ Does Oregon Tech have the ability to terminate the contract early without penalty?
- ✚ What is the total cost to Oregon Tech over the term of the contract?
- ✚ Does the contract have a clause that limits price increases for renewals? Generally we should never agree to more than a 3% year over year price escalation.
- ✚ Is the software being hosted by a 3rd party or Oregon Tech?
- ✚ Will personally identifiable or security sensitive information (student info, faculty/staff info, intellectual property, etc.) be on the vendor's server (or other 3rd party) or does the vendor have access to Oregon Tech personally identifiable or security sensitive information?
- ✚ Should you choose to discontinue the maintenance, can you continue using the software without upgrades or support?
- ✚ Upon termination of the contract, what do we have to do with the software?
- ✚ Upon termination of the contract, does the vendor have to transfer our data and certify destruction of our data in their possession?
- ✚ What is included in the maintenance contract and does it meet your needs? E.g. software patches and upgrades, technical support, training.

PACS attempts to insert or alter the terms to be favorable to Oregon Tech: Examples:

- ✚ Governing law to be Oregon
- ✚ Warranty that Vendor has right to license software IP to Oregon Tech
- ✚ Limit our liability to only our direct acts and as limited by Oregon law
- ✚ Renewals are upon issuance of a new purchase order each year
- ✚ Late fees are per Oregon law
- ✚ Obligations of vendor for a breach of our information in their possession
- ✚ Authorization to use our name or logo except for client list. If it is desired that they be authorized to use our name or logo for other purposes, Marketing must be consulted and approve.
- ✚ If contractor has access to or hosts the software which contains personally identifiable/security sensitive information we require language regarding data security, breach notification and responsibility for damages of breach clauses. These are generally required by law and will not be waived.

By signature below, the Budget Authority agrees to the terms and conditions of the software license and/or maintenance contract and certifies that there are sufficient departmental funds for the purchase.

Vendor Name: _____ Title of Contracts: _____

Budget Authority Signature: _____ Date: _____ Index: _____