

# Florida Museum of Natural History Software Copyright Policy

## Introduction

This document defines the software copyright policy for the Florida Museum of Natural History (FLMNH). This policy relies heavily on existing University of Florida policies, industry standards, and copyright law. In addition, this policy incorporates the Office of Museum Technology interpretation of license information attained by carefully reading the End User License Agreement (EULA) for various pieces of software.

Software is intellectual property and is protected under copyright law. Generally, when you purchase software you are actually purchasing a license to use the software. Ownership remains with the creator, as it does with other copyrighted works.

Copying software illegally has significant potential penalties. The maximum civil penalty for copyright infringement is \$150,000 for each copyright violation. The maximum criminal penalty is \$250,000 and jail time of up to up to five years. Responsibility for the violation begins with the individual (you).

## Policy

Software that is being used at the museum must be properly licensed. The University of Florida Software Copyright Policy states the following:

All faculty, staff, and students of the University of Florida are required and expected to obey the laws and legal agreements governing software use. Failure to do so can lead to monetary damages and/or criminal penalties for the individual violator. Because such violations are also against University policies and rules, disciplinary action will be taken as appropriate.

FLMNH expects all individuals and departments to adhere to the UF Software Copyright Policy and Guidelines, available at <http://pirate.ifas.ufl.edu/POLICY.HTM>.

It is your individual responsibility to make sure that you are in compliance with all state and university regulations relating to the use of computer software. You should make sure that you are able to document the legality of each software package on any computer assigned to you and on the computers of individuals who report to you. Software must be installed and distributed within the restrictions defined by licenses or agreements with vendors.

OMT is available to assist individuals and departments with software licensing. One service that OMT provides is to maintain copies of software license information for all computers at the museum. Each individual or department must deliver software license information to OMT to take advantage of this service.

**OMT will not install an operating system or an application without seeing proof of appropriate license purchase.** A software CD is not always sufficient proof that you have a license to use the software. Many software installation programs require a registration code, CD Key, serial number, or some other code to install successfully. Other programs will install and function but will need to be registered before a time limit expires. OMT will not attempt to circumvent copy protection. OMT will not give out registration codes without proof that the required licenses have been purchased. Proper licensing varies from vendor to vendor. It is your personal responsibility to ensure that you are compliant.

## Microsoft Software

FLMNH participates in a UF Campus Agreement for Microsoft software. As of 1/31/05, this Campus Agreement does not include any benefits for students or volunteers. The Campus Agreement applies to UF-owned computers or persons who receive a paycheck from UF. For more information on the Microsoft Campus Agreement, see:

<http://www.it.ufl.edu/projects/microsoft.html>

Any Microsoft software that is not covered by the Campus Agreement can be purchased using the Select Agreement. The Select Agreement generally requires one copy to be purchased for each computer. Contact OMT for more information.