CDC-SAS License Provisions

**Use of CDC Supplied SAS Products by Recipients
of Grants or Cooperative Agreements.**

Effective Date: 12 November 2001

Introduction

The US Department of Health and Human Services (DHHS) has entered into an Enterprise License agreement with SAS Institute (through an intermediary, Logicon, Inc.) for the use of a large suite of SAS products. Included within this license agreement is the authority for CDC to provide SAS products for use by participants in Grants or Cooperative Agreements funded in part or in whole by CDC. While this use is subject to extensive limitations, it represents an opportunity for substantial cost savings to public health. In the remainder of this document the term "Grant" shall mean either Grant or Cooperative Agreement and "Grantee" shall mean any institution that is a recipient of a CDC Grant or Cooperative Agreement Grant or an individual employed in such an institution.

This document provides the following information related to the use of SAS under this agreement:

1. A Scope section presenting the scope of applicability of the license to Grantees - non-CDC institutions and individuals including specifically state and local health departments.
2. A Procedures section detailing the mechanisms for and controls over the distribution and use of the licensed SAS products.
3. A listing of Frequently Asked Questions (FAQ's) with answers.

Scope

Please read all of this material closely and carefully. The DHHS/SAS license provides for the use of a broad range of SAS products to accomplish the goals of CDC grants and cooperative agreements. In so far as non-CDC organizations and individuals are concerned the scope of the license is completely constrained to be (a) use by Grantees and (b) use within the specific Grant activities of CDC. The license does NOT allow CDC to distribute SAS products to any other organization for general use (state and local public health agencies included). Consequently the license is NOT a means for state or local health departments or programs to "request" copies of SAS products from CDC or from CDC Programs (nor from Logicon, Inc. or SAS Institute). It must therefore be anticipated that state or local health departments may need to procure SAS products apart from this license to cover needs beyond the scope of CDC Grant funded activities.

Who May Receive SAS Products: All CDC/ATSDR Grant programs are covered to the extent that they constitute "Program Activities" as described in the "Excerpts from the DHHS/SAS Enterprise License" section that follows. The license is not limited to the NEDSS project nor is it limited to infectious disease surveillance programs. Grantees are not limited to state health departments but may include local health departments and public health organizations such as ASTHO or CSTE. Local Health Department

Grantees of the Health Alert Network would be covered for activities specified in the Grant announcement such as those aimed at data collection and analysis of bioterrorism preparedness.

The license allows distribution by CDC programs of the licensed SAS products to those public health organizations including state or local health department program units that either directly receive Grant funds from the CDC program or who participate in the program activity on a sub-assignee basis (as when a local health department collects and sends program data to the state health department under the provisions of a CDC Grant with the state health department).   Permitted SAS product usage under the license is not limited to Grants where large amounts of data are transmitted to the CDC Program.   There is no limitation to Grants for "surveillance". The requirements of the license may be satisfied by CDC Grants that would be variously labeled with the terms "surveillance", "research", "interview", "registry", etc. A CDC Grant may anticipate only periodic aggregate data or analytical results to be provided to the CDC program. In such a case the use of the SAS products is permitted under this license as necessary to the goals of the CDC effort.

Distribution of SAS Products to Sub-assignees Restricted to CDC: The license requires that CDC distribute the SAS products and acquire specific usage tracking information. The full responsibility for the appropriate distribution of the software and the acquisition of the tracking data resides with the CDC Project Officer of the Grant. In the case of use by a sub-assignee such as a local health department the software may NOT be transferred to the local health department by the state health department but must be directly provided by the CDC Project Officer to the local health department official who will take responsibility for its use. Similarly, the SAS products may NOT be transferred directly from one grant program area to another but must be provided by the CDC Project Officer of the specific Grant upon which the SAS product usage is based on the definition of Program Activity in the license.

CDC Program Responsibility for SAS Product User Support: Please note that in the license SAS Institute explicitly rejects any responsibility for the provision of user support to CDC Grantees. This is not a condition placed on the license by CDC. User support for the licensed SAS products must be provided by the CDC Program responsible for the Grantees in question..

Prohibited Uses: Certain uses of the SAS products are expressly prohibited.
- For-profit institutions are not covered by the license except for contractor personnel employed in the Grant activities.
- The SAS products may not be used to provide general public portals to state or local data. This prohibition may be understood as a logical consequence of the restriction of the use of the licensed SAS products for specific Grant activities. Public access to the grant specific data may be a legitimate part of the program activity and would be covered. However, the SAS products may be used to generate reports that are provided to the public or used in back-end processes to do analytical computation that is presented to the public.   In addition, access queries or analytic processing supported by SAS products under the license may be provided to uses outside the specific program when anticipated by the Grant, required by law, or consequent to the management of the health department.

The CDC Procurement and Grants Office is working to assure that in the future CDC Grants that support the use of the licensed SAS products indicate so in the Grant

announcements. Unfortunately, in some cases the determinations as to what uses are covered by the license may be complex. Questions that your CDC Program Grant Project Officer cannot answer may be directed to the SAS License Manager, Information Resources Management Office (IRMO), CDC.

Procedures

A. CDC Administration of Product Distribution and Usage.

1. The CDC Information Resources Management Office (IRMO) is responsible for acquiring/receiving releases of the products included in the DHHS/SAS Enterprise License, distributing said products only within CDC to the CDC Centers Institutes and Offices (CIO's), and fulfilling the reporting requirements of the license. IRMO is not responsible for the distribution of SAS products to Grantees or the conduct of activities involved therein.
2. Copies of the covered products will be distributed by IRMO to the Chief Technology Officers (CTO's) of the CDC Centers, Institutes, or Offices (CIO's) and ATSDR. The CTO's are responsible for distributing the SAS products to programs in their CIO upon receipt of a request as specified below and only when such programs have Grant activities that satisfy the requirements within the license for the use of SAS products by the grantees.
3. The SAS products will be available in two versions. One version is restricted to internal CDC use and will not expire on an annual basis as will the version intended for Grantee usage. Do not distribute the internal version to Grantees.   Distribution of SAS products to Grantees and execution of the required MOU must be repeated on an annual basis.
4. The CTO's are also responsible for collecting all of the tracking data from their programs that is required under the license and transmitting that tracking data to the SAS License Manager in IRMO on a quarterly basis.
5. Please note that in the license SAS Institute rejects any responsibility for the provision of user support to CDC Grantees. The CIO Program in the interest of whose Grant the SAS products are provided to a Grantee is responsible for the provision of user support for said SAS products.
6. The IRMO contact point for all issues related to this activity will be:

> SAS License Manager
> IRMO M/S D-45
> Centers For Disease Control and Prevention
> 1600 Clifton Rd NE
> Atlanta, GA 30333

B. Distribution To and Use By Non-CDC Personnel

1. Scope: Use by non-CDC personnel (including but not limited to state and local public health department personnel and contractor personnel) on projects and activities that are funded in part or in whole by CDC when the software is installed
   a.) in a non-CDC facility AND
   b.) on non-CDC owned hardware.
   c.) Other usage by CDC personnel OR at a CDC facility by non-CDC personnel including contractors is separately covered but is not subject to these procedures.

2. Covered SAS products may be used at non-CDC sites and by non-CDC personnel on activities or program funded wholly or in part by CDC ("grantees") under the constraints and through the procedures presented herein and subject to the provisions of the license. PLEASE MAKE YOURSELF FAMILIAR WITH THE "GRANTEE" PROVISIONS OF THE LICENSE REPRODUCED BELOW.

3. The CIO/CTO will distribute the covered SAS products to the CDC/CIO Project Officer of a CDC Grant upon written request by that CDC/CIO Project Officer. Said written request shall be accompanied by all the data specified in the "SAS License Usage Tracking Report"

4. Please note that State Health Departments are explicitly prohibited from distributing the licensed SAS products to local health departments. All distribution of said SAS products must be by the CDC/CIO Project Officer of the Grant and the CDC/CIO Project Officer must acquire identical documentation and tracking from the local health department.

5. The CIO/CTO will maintain a copy of all request documentation and the resolution of each request and will provide copies of the same to the SAS License Manager in IRMO as specified below in "SAS License Usage Tracking Report"

6. If any further subsequent distribution of products is made by the CDC/CIO Project Officer then the additional numbers of organizations, locations and personnel counts must be provided in the same manner to the CIO/CTO before said distribution is made using the same request procedure given above. This procedure must be followed whether or not the CIO Project Officer has already received the software.

7. All grantee organizations and/or locations to which covered products are to be distributed must return a hardcopy of the attached "Memorandum of Acceptance of Responsibility For The Use of Certain SAS Institute Products Provided by CDC" signed by both the external official receiving the software and the CDC/CIO Project Officer. .

8. The CDC/CIO Project Officer shall assure that the external signatory is a management official of the organization and/or location where the software is to be used. Among other items, the agreement requires that;

9. the signatory acknowledge that no ownership rights to the covered products accrue to the non-CDC organization by virtue of the use of the covered products,

10. the signatory acknowledge that all and any uses of the covered products other than within the CDC funded activities are prohibited,

11. the signatory assures that all organization or location personnel be informed of the license requirements
12. the signatory provide the number of copies that will be used, the operating systems, and the number of users that will operate the software for each location identified.
13. In the event of a possible failure of a signatory individual or that individual's organization to adhere to the license requirements by the non-CDC organization the CDC/CIO Project Officer shall take immediate steps to determine whether a failure has in fact occurred and to remedy the situation - up to and including assuring the removal of the covered software from the organization or location. Project Officers and receivers of the covered software must be aware that violation of the license could require the removal of SAS products that are critical to their mission activities
14. In all cases the CDC individual responsible for adherence to the terms of the license is the designated CDC/CIO Project Officer of the Grant activity that the covered products will be applied to. The CDC/CIO Project Officer will request that the licensing paperwork be signed at the beginning of each Grant cycle or renewal. When grants or cooperative agreements expire and not renewed, CDC will request in writing that the SAS software be removed from the site. A return letter stating that the software has indeed been removed will be requested by CDC at that time. However the official at the site also assumes responsibility for removing the software when agreements expire even if no such letter is sent by the CDC/CIO Project Officer.

Frequently Asked Questions

Q. Exactly what work is covered by the license agreement.
A. Work done under a CDC Grant for systems that collect public health data of various kinds and that provide those data, appropriate subsets, aggregations, or analytical results derived from those data to CDC programs.

Q. When the state grants funding to local health departments for data collection activities that feed such a system, is the local use of the SAS products allowed.
A. Yes, local health departments, community-based public health related organizations can use the software but only in activities that are required for the satisfaction of the mission of a CDC Grant. The main limitation is that for-profit organizations are not covered and would need separately procured SAS products.

Q. Is there a limit to the number of machines SAS can be installed on at a state?
A. No. The limits have to do with the usage and monitoring not with the number of copies. SAS products supplied by CDC pursuant to the DHHS/SAS Enterprise License may only be used for activities funded wholly or in part by CDC Grants or Cooperative Agreements.

Q. Does the license allow the entire Department of Health at a state to use SAS?
A. No. Only individuals engaged in activities funded wholly or in part by CDC are covered. That includes but is not limited to NEDSS, HAN, etc. However, there are a great many state HD activities that are covered. Questions should be directed to your CDC program contacts.

Q. Can a state keep using the software after the Grant is over?
A. That would require a direct purchase of the software or separate agreement between SAS Institute and the state.

Q. How serious are these restrictions on the use of the products.
A. Please be advised that like any software license, contractual term and conditions, or copyright provision, the product owner has various legal rights and remedies in the event of a violation. At a minimum, the DHHS/SAS contract requires that CDC remove access to the SAS products for anyone who violates the license. Any questions regarding appropriate use of these products under this contract can be directed to the SAS License Manager, Information Resources Management Office (IRMO), CDC.

Q. I manage a CDC grant activity in my state health department. Our data is collected by the local health departments. Can I send the SAS products to my local health department participants?
A. No. The license requires that all licensed SAS product distribution be by the CDC Grant Project Officer directly to the Grantee official who will execute the MOU and take responsibility under the license. In your situation you should contact your CDC Project Officer.

Q. What are considered eligible uses of SAS software by CDC Grantees when SAS software is received from CDC through a grant/cooperative agreement?
A. First, the grant/cooperative agreement must cover program activities associated with a national program of surveillance or research. Each grant/cooperative agreement defines the program activities to be undertaken in order to fulfill the goals of the

grant/cooperative agreement. Using SAS software to accomplish those defined program activities is permitted. Any use of SAS software for activities outside of the defined grant/cooperative agreement are not permitted under the license agreement. However, the state or local health department can procure SAS software separately for these other activities.

Q. How are public portals defined within the context of the license agreement?
A. Public portals as used in the license agreement refer to any public access of SAS software through a public portal for dynamic processing (subsetting, sorting, etc.) of data using SAS technology. For example, if a state posts on its website a county map and uses SAS software to permit the public to select their county and then to select the health condition they are inquiring about, this is dynamic processing and would require the organization to procure a separate SAS software license. However, under the license agreement, grantees can publish static reports to their website using SAS publishing tools. Static reports allow for passive viewing of information by the public.

Q. The license agreement states that SAS software is not to be used for public portals. My organization often uses the web to interact with coworkers or local health departments for the collection of data to be used for national surveillance and research. Can SAS software be used to provide a web-interface to support this type of activity?
A. Yes. Use of SAS software is allowed for this activity as long as it supports the program activities defined in the grant/cooperative agreement.

Q. Our state/local health department employs contractors, if they are working on a qualified grant/cooperative agreement that involves the use of SAS software, can they have access?
A. Yes, if the contractor is using SAS software on-site at the state/local health department or via remote access, access is permitted. Use by off-site contractors would need to be reviewed on a case-by-case basis.

Q. Does SAS offer training, and if so, what training options are available?
A. There are number of ways to become familiar with using SAS software. The one SAS recommends strongly is their pilot program. For a small fee, the SAS team can work with your staff on a defined project using SAS software. This pilot program includes an assessment, six days of public training at one of SAS' training facilities, project implementation, knowledge transfer, and a pilot project summary document. For more information on the pilot option, please contact your SAS account manager.

The other options are to attend a SAS public course at a SAS training facility or to have an on-site course taught at your location. For more information on these options, visit the SAS training Website at http://www.sas.com/service/edu/ustrain/intro.html.