

21085

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508  
County of Cook and State of Illinois

**ADOPTED**  
BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 508

FEB 4 1999

RENEW UNIX SOFTWARE LICENSE AGREEMENT & SUPPORT SERVICES  
OFFICE OF INFORMATION TECHNOLOGY  
DISTRICT OFFICE

COUNTY OF COOK  
AND STATE OF ILLINOIS

THE CHANCELLOR

REPORTS

that there is a need to renew the annual software licenses and software support services for the District; and

that Digital Equipment Corporation offers its "Campuswide Software Licenses Grant and Software Support" through its supplier, National Computer Resources Inc. which provides annual software licenses for versions of UNIX operating systems and other related products; and

that National Computer Resources Inc. has proposed to provide the necessary licenses and software support at an annual total cost of \$8,000.00; and

that bids were not solicited because the purchase of software is exempt from competitive bidding and M/WBE requirements.

THE CHANCELLOR

RECOMMENDS

that the Board of Trustees approves the agreement with National Computer Resources Inc., Wixom, Michigan, to renew the annual UNIX software licenses and software support; and authorizes the Chairman and Assistant Secretary to execute said Agreement on behalf of the Board.

Respectfully submitted:

Wayne D. Watson  
Chancellor

February 4, 1999

## Campuswide Software License Grant(CSLG) Agreement

### License Agreement Program Description

The Campuswide Software License Grant Program provides annual software licenses and annual rights to new versions to all Educational Institutions enrolled in the CSLG Program. The program consists of product portfolios as described below. All the product portfolios are combined on one CDROM and orderable under one part number.

- The CSLG OpenVMS portfolio consists of OpenVMS VAX and OpenVMS AXP operating system unlimited user upgrades, operating system unlimited interactive user licenses, and layered products as indicated in DIGITAL's CSLG OpenVMS product listing.
- The CSLG DIGITAL UNIX portfolio consists of DIGITAL UNIX and DIGITAL UNIX AXP operating system unlimited interactive user licenses and layered products as indicated in CSLG DIGITAL UNIX product listing.
- The CSLG ULTRIX portfolio consists of ULTRIX/VAX and ULTRIX/RISC layered products as indicated in CSLG ULTRIX product listing.
- The CSLG Windows NT portfolio consists of Windows NT layered products as indicated in CSLG Windows NT product listing.
- The CSLG PC/Workstation portfolio consists of DIGITAL's DOS, OS/2, Windows, MACINTOSH, and SUN layered products as indicated in CSLG PC, CSLG MACINTOSH, and CSLG SUN product listings.
- The CSLG product portfolios do not include any initial operating system licenses (Traditional License, initial Operating System User License, Operating System Base License, or SMP Extension License to the Operating System Base License).

There are two fees associated with the CSLG Program. There is an annual membership fee, based on the number of systems at the institution that will access or execute the CSLG software. This annual fee provides the license and rights to new versions for all of the product portfolios.

There is a CSLG Product Authorization Key (PAK) portfolio fee that encompasses all the product portfolios on one CDROM. This fee provides the Educational Institution with the Product Authorization Key (PAK) that enable the licenses for all the products contained within the respective product portfolios, to be used only during the one year term of the annual membership.

On a quarterly basis, products may be added to or deleted from the CSLG portfolios. The Educational Institution in the CSLG Program has the option to purchase any of these updated portfolios at the quoted fee, once they have met the prerequisite annual membership fee. Updated product portfolio listings.

## **Definitions**

### **Educational Institution**

The educational institution shall qualify for the Education Initiative Program if it is non-profit and lawfully operating exclusively for educational purposes as an accredited college or university; a degree or certification granting vocational, technical or trade school; a state or local school system; or an independent primary or secondary school. The institution includes only those majority-owned non-profit subsidiaries that provide education and/or research. Majority owned is defined as greater than 50% ownership by the educational institution.

### **Product Authorization Key (PAK)**

Unique series of data elements, which when entered into the License Management Facility (LMF), allows execution of the software for the individual products in the applicable product portfolios.

### **Eligibility**

To be eligible for the Campuswide Software License Grant Program a system must have a valid DIGITAL operating system license (VAX, RISC, AXP) appropriate for the system configuration. Systems using Windows NT, Windows, SUN, DOS, MACINTOSH, or OS/2 layered products must have a valid operating system license appropriate for the system configuration.

All OpenVMS and DIGITAL UNIX systems that have a valid DIGITAL operating system license at current version may upgrade that DIGITAL operating system license to unlimited users using the licenses provided under the Campuswide Software License Grant Program. All systems that have a valid operating system license at current version may access the layered products using the licenses provided under the Campuswide Software License Grant Program.

Payment

An annual membership fee, based on the number of systems at the Educational Institution that will access or execute the CSLG software, is required to join the Campuswide Software License Grant Program. This annual fee provides the license and rights to new versions for all of the product portfolios.

There is a CSLG Product Authorization Key (PAK) portfolio fee that encompasses all the product portfolios on one CDROM. This fee provides the Educational Institution with the Product Authorization Key (PAK) s that enable the licenses for all the products contained within the respective product portfolios, to be used only during the one year term of the annual membership.

The Campuswide Software License Grant Program requires annual membership renewal and payment by the Educational Institution. The annual membership fee is a prerequisite to purchasing the CSLG portfolios.

Educational Institutions are required to purchase at least one CSLG Product Authorization Key (PAK) portfolio a year at the time of their initial purchase and subsequent annual renewals. For the purpose of determining system count for the annual membership fee, a system is defined as a workstation, server, or multi-user (VAX, RISC, AXP, or SUN). Ten (10) PCs, five (5) Workstations or MAC's count as one (1) system. Only those systems that are accessing or executing the CSLG software need to be included in the total system count.

The system count for the membership fee is done annually at renewal time. The purchaser is required to obtain membership at the proper level. Systems added or deleted during the year are reflected in the system count upon renewal of the CSLG. Prices for the CSLG Program are non-discountable.

## **Campuswide Software Licenses**

The licenses and rights to new versions provided under the CSLG License Agreement are defined as "campuswide licenses". Campuswide licenses allow use of the CSLG portfolio products on all systems that are part of the program, once the prerequisite membership and portfolio fees have been paid.

Campuswide licenses are granted upon receipt of a signed CSLG License Agreement and acceptance of a purchase order for the membership and portfolio fees.

Campuswide licenses can only be used on systems owned or leased by the Educational Institution, registered students, faculty, or employees.

Campuswide licenses can only be used by registered students, faculty, or employees of the

## **Educational Institution**

Use of the campuswide licenses is limited to research, academic, administrative, educational, and personal use purposes. Campuswide licenses may not be used for commercial or income purposes.

The CSLG product portfolios do not include any initial operating system licenses (Traditional License, initial Operating System User License, Operating System Base License, or SMP Extension License to the Operating System Base License).

Campuswide licenses and their associated software cannot be transferred or sub-licensed. Campuswide licenses provide rights to all versions of software which are current during the annual license period.

Source code licenses are not available in the Campuswide Software License Grant Program. If the Educational Institution has a valid Compaq Business Agreement (DBA) in effect, this CSLG License Agreement shall be an addendum to that DBA. In the event of any inconsistency between their terms, the terms of this License Agreement shall prevail over the terms of the DBA.

If the Educational Institution does not have a valid DIGITAL Business Agreement (DBA), then this CSLG License Agreement incorporates DIGITAL's U.S. Standard Terms.

## **Term**

This Agreement is effective for an initial term of one year from the date of acceptance by DIGITAL. This Agreement will continue from year to year thereafter, provided the Educational Institution submits a renewal Purchase Order to DIGITAL at least thirty (30) days prior to the anniversary date of the Agreement and upon acceptance of the Purchase Order by DIGITAL." The campuswide licenses have a one-year term. The Product Authorization Keys (Product Authorization Key (PAK) s) terminate 14 months from date of issue.

Updated product portfolios purchased throughout the year may only be used during the annual term of this CSLG License Agreement. They cannot be used beyond the expiration date of the annual membership. The Educational Institution will be required to purchase a new Product Authorization Key (PAK) portfolio in conjunction with their annual membership renewal. Failure to renew the CSLG program annually indicates termination and requires that the Educational Institution destroy all copies of the media containing the license Product Authorization Key (PAK) s and delete all versions of the software licensed under this Agreement from the systems at the Educational Institution. DIGITAL will not provide temporary or loaned license Product Authorization Key (PAK) s for any of the products in the CSLG portfolios.

## **Purchaser Responsibilities**

The Educational Institution will be responsible for designating an individual to be named "Campuswide Software License Grant Program Manager". This individual will be responsible for management and distribution of the software licenses at the Educational Institution and will ensure that the software licenses are used in accordance with the terms of this License Agreement.

The Educational Institution will be required to provide the original DEC number of their renewal when purchasing updated portfolios.

If the Educational Institution increases the capacity of any of its systems with an in-cabinet system upgrade, the Educational Institution will be required to be licensed properly (the operating system) for the upgraded system in accordance with DIGITAL's standard software license policy. Systems that are not properly licensed are not eligible to use the campuswide licenses.

## **Exclusions**

The initial Operating System User License, Operating System Base License, Traditional Licenses, and SMP Extension Licenses to the Operating System Base License are not included under the Campuswide Software License Grant Program for any systems.

The ULTRIX/VAX, ULTRIX/RISC, and Windows NT operating system upgrade licenses are not included as part of the CSLG portfolio.

DIGITAL reserves the right to remove software products from the Campuswide Software License Grant Program at any time due to royalty obligations or other reasons, and provides no assurance that any product will continue to remain in the program. Educational institutions may continue to use a product that has been removed from the program, while it remains a part of their portfolio, for the remainder of their annual membership term.

Once a product is removed from its respective portfolio, and no longer a part of any portfolio purchased by the institution, the Educational Institution has the option to purchase the commercial license at the then current educational discount.

Media and documentation is not included under the Campuswide Software License Grant Program, and must be purchased separately for each individual product being used. Software Support Service (SSS) and Layered Product Support (LPS) services are not included in the Campuswide Software License Grant Program. The Educational Institution may purchase these services under the Education Software Library Program or as commercial services. System Startup Packages (SSP's) cannot be combined with the Campuswide Software License Grant program.

## **Audits**

Upon prior notice to the Educational Institution, DIGITAL shall have the right to enter the Educational Institution at reasonable times during the normal operating hours for the purpose of inspecting the Educational Institution's systems and records for the Campuswide Software License Grant Program.

## **Termination**

If either party fails to perform its obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice, the other party shall have the right to terminate this Agreement.

The Educational Institution shall not be entitled to any refunds of payments already made prior to any such termination for cause by DIGITAL or termination for cause or convenience by the Educational Institution.

Upon termination of this Agreement, Educational Institution shall destroy all copies of the media containing the license Product Authorization Key (PAK) s and delete all versions of the software licensed under this Agreement from the systems at the Educational Institution.

DIGITAL shall give the Educational Institution one year written notice of cancellation of the CSLG Program. In the event of such cancellation, the Educational Institution shall have the opportunity to order software licenses for products that were included in their CSLG portfolios prior to the cancellation notice. Such software product licenses shall be offered to Educational Institution pursuant to DIGITAL's Standard U.S. Terms in effect at the time of the order, at a discount.

## **Campuswide Software License Grant (CSLG) Membership Renewal**

**DIGITAL is pleased to offer a simplified CSLG renewal process!**

Previously, items required to renew your CSLG Agreement included a purchase order, declaration of your current system count PLUS, signing a new CSLG agreement for the next year of membership. This last item, signing a new agreement each year has been viewed by many to be redundant, adding an unnecessary administrative step. You're right and we agree. Found below is amended language to the TERM section of your existing CSLG Agreement which will cause your agreement to continue year to year with acceptance of your purchase order for your annual membership fee.

**PRIOR LANGUAGE (as appearing in your existing agreement)**

### **TERM**

This Agreement is effective for a term of one year from the date of acceptance by DIGITAL.

**AMENDED LANGUAGE**

### **TERM**

This Agreement is effective for an initial term of one year from the date of acceptance by DIGITAL. This Agreement will continue from year to year thereafter, provided the Educational Institution submits a renewal Purchase Order to DIGITAL at least thirty (30) days prior to the anniversary date of the Agreement and upon acceptance of the Purchase Order by DIGITAL."

The complete text of the current CSLG Program agreement can be found on-line at WEB site:  
<http://www.digital.com/education>

Your ongoing renewals will be based on the CSLG Program Description including pricing, licensing and other agreement terms current at the time of renewal and as published on the referenced WEB site and/or successor sites.

**For your renewal you may:**

**Sign and attach a copy of the order form indicating your agreement to all of the above and return it with your hard copy purchase order for your renewal.**

21085

CSLG Membership/Renewal Order Form

In agreement with all of the above:

Date: \_\_\_\_\_ Board of Trustees of Community College  
District No. 508, County of Cook and  
Name of Educational Institution: \_\_\_\_\_ State of Illinois

Authorized Signature: [Signature] FEB 4 - 1999

Authorized Name(Printed): RONALD J. GIDWITZ

Title of Authorized Name: CHAIRMAN OF THE BOARD

E-Mail address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_

Outside Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
PATRICIA A. BUNK  
ASSISTANT BOARD SECRETARY

APPROVED AS TO LEGAL FORM  
[Signature]  
GENERAL COUNSEL

Purchase Order Number: \_\_\_\_\_

Tax Exemption Number: E9997-8598-02

(Only if Institution is Tax Exempt)

You may FAX your CSLG Renewal Form and Hard Copy Purchase Order to:

- (800) 234-2298 (FAX Number)  
Attn: Eileen Hindle
- or

Mail to:

- Compaq Computer Corporation  
153 Taylor Street  
Littleton, MA 01460-1407

Attn: Eileen Hindle

(800) 277-8988 x5045

You should expect to receive a CD-ROM containing all the CSLG license PAKs approximately 7- 14 business days after your order is received and processed.





**City Colleges of Chicago**

226 W. Jackson Blvd.  
Chicago, IL 60606

**VENDOR:**

NATIONAL COMPUTER RESOURCES INC  
28294 BECK ROAD  
WIXON, MI 48393

**PURCHASE ORDER**

PURCHASE ORDER NO. 1065950	REVISION 0	PAGE 1
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THIS PURCHASE ORDER NO. MUST APPEAR ON ALL PACKAGES, INVOICES AND SHIPPING DOCUMENTS.

**SHIP TO:**

City Colleges of Chicago  
226 W. Jackson Blvd.  
Chicago, IL 60606  
US

**BILL TO:**

ATTN: Accounts Payable  
City Colleges of Chicago  
226 W. Jackson Blvd.  
Chicago, IL 60606  
US

DO NOT ACCEPT THIS PURCHASE ORDER IF IT CONTAINS ALTERATIONS OR ERASURES.

CUST. ACCT. NO.	VENDOR NO. 16270	DATE OF ORDER/BUYER 28 OCT 1998 S Johnson	REVISED DATE/BUYER
PAYMENT TERMS Net30	SHIP VIA Best Way Possible	F. O. B. FOB Delivered	
FREIGHT TERMS Prepaid and Add	REQUESTOR Zarker, Ms. Karen J.	CONFIRM TO/TELEPHONE	


ITEM	NIGP CODE/DESIGNATION	DELIVER ON	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	TAX
1	939.21 EQUIPMENT MAINTENANCE, RECONDITIONING, AND REPAIR SERVICES - OFFICE, PHOTOGRAPHIC, AND RADIO/TELEVISION EQUIPMENT:Computers, Data Processing Equipment and Accessories , Maint. and Repair <i>Item Description:</i> QS-LCDA2-6F Campus-wide Software License for Unix System (J. Gonsiorek)		1.00	Each	\$ 7,500.00	\$ 7,500.00	N
2	939.21 EQUIPMENT MAINTENANCE, RECONDITIONING, AND REPAIR SERVICES - OFFICE, PHOTOGRAPHIC, AND RADIO/TELEVISION EQUIPMENT:Computers, Data Processing Equipment and Accessories , Maint. and Repair <i>Item Description:</i> QR-AAVWA-AA CSLG - Media Distribution (Gonsiorek)		1.00	Each	\$ 500.00	\$ 500.00	N

ILLINOIS TAX EXEMPTION #: E9997-8598-02

**TERMS AND CONDITIONS:**

*This order is subject to the terms and conditions listed on the reverse side.*

**TOTAL** \$8,000.00

  
BUYER FOR DIRECTOR OF PURCHASING



**National  
Computer  
Resources  
Inc.**

see  
←

(Unit)

City Colleges of Chicago  
226 W. Jackson Boulevard  
Chicago, Illinois 60606  
Att: Jim Gonsiorek  
312-553-2640

Dear Jim,

Thank you for the opportunity to quote your Digital requirements:

<u>Item</u>	<u>Qty</u>	<u>Model &amp; Description</u>	<u>DEC</u>	<u>NCRI</u>
1	1	QS-LCDA2-6F CSLG	7500.00	7500.00
2	1	QR-AAVWA-AA CSLG PAK PORTFOLIO	500.00	500.00

Jim,

Digital offers no EDU discount on these two items. This is the flat price

Sincerely,

Bert Gorman  
Executive Account Manager