Departmental Certification for a Software License Purchase using a P-card

Title of Software:	
Version No.:	
Company:	
Type of License:(single user, multi-user or network)	
Department Requesting Software:	
Faculty / Staff Member Requesting Software:	

If all of the following conditions exist as to the above software, and if the department accepts all of the following risks (answer to each point below is checked "√"), the department may consider the P-card purchase of the above software license to be approved.

Condition or Risk	Agree ("√")
The license for this software is a "Click to Accept" or "Click to Agree" (also known as "clickwrap" or "shrinkwrap") and it does **not** require a signature.	
This is a license for software (and possibly its maintenance) and **not** an agreement for services.	
The total cost of the license and maintenance over the term of the license, both per unit and total, will **not** exceed $5,000 or my daily P-card limit, whichever is less.	
The software is **not** business or project critical, that is, its failure will not cause significant risk of harm to the department, such as shut down of critical processes or equipment.	
The licensor or vendor has no right to come onto University property under the agreement, that is, there is no on-site maintenance or support and no right to come on-site to audit the University's compliance with the license.	
The licensor or vendor has no right to, and will not receive, any confidential or proprietary information under the agreement, including no remote access for maintenance and no bug reports that include copies of what is in random access memory or otherwise.	
The department acknowledges that the University may have the following risks: - That the license likely provides no warranty as to performance or quality of the software. - That the license likely provides no warranty as to any virus protection. - That the University will have to defend itself and be responsible for any damages awarded against the University, without reimbursement from the licensor since the license likely provides no warranty that the licensor has title and owns the software, and likely provides no obligation on the part of the licensor to provide the University with legal defense and indemnification in case a third party sues the University for infringing upon its software patents or other rights. - That the license agreement will likely not have any price protection from price increases. - That the license agreement will likely provide very strong limitations of liability protecting the licensor and vendor despite what problems the software causes, so that the monetary damages the University can collect for any reason is likely very low to zero.	
The license agreement may not allow more than one backup. Upon termination of the license, the department will cause the deletion of all copies, including those made and deleted in the normal course of automatically scheduled backups and deletions.	
There are no unusual conditions that need to be brought to Purchasing Services' attention for review.	
The license agreement does **not** contain any of the following language: a) Permission to use the University name or logo for any reason other than being named on a customer list. b) Export control requirements which prevent the University from 'indirectly' exporting the software. c) Requirements that any published work by a University faculty, student or staff member must be reviewed **and** approved or edited by the licensor or vendor. d) Requirements that the University **agree** to a foreign jurisdiction or the laws of another country.	
ALL SOFTWARE LICENSES INCLUDING BUT NOT LIMITED TO PC AND MAC SOFTWARE, OPERATING SYSTEMS, UTILITIES, APPLE APPS, ANDROID APPS, ECETERA PURCHASED USING UNIVERSITY FUNDS BY EITHER A DIRECT CHARGE OR REIMBURSEMENT REMAIN THE EXCLUSIVE PROPERTY AND ASSET OF THE UNIVERSITY. THE SOFTWARE LICENSES CAN ONLY BE INSTALLED ON COMPUTERS OWNED BY THE UNIVERSITY. SOFTWARE IS NOT THE PROPERTY OF THE END USER.	

By: _____,   Title: _____   Date: _____
     Signature of Requester

By: _____,   Title: _____   Date: _____
     Signature of P-card Holder

Instructions
1. P-card holder shall have departmental requester complete, sign, and return this form to them.
2. P-card holder shall review this form and approve the purchase by signing.
3. P-card holder shall place the P-card order for the software license purchase.
4. P-card holder shall file this form with P-card purchase documentation to prove requester understands the terms of the license agreement.
5. P-card holder understands that this document will be subject to any P-card audit.