



## City of Annapolis

### Software and Data Code of Ethics

*All employees and contractors of the City of Annapolis (City) shall use software or data only in accordance with its license agreement and authorized use. Illegal software or data exposes the City to liability of fines and seizures. Unless otherwise noted in the license, or in the event that the software or data arrived without a license agreement, any duplication of copyrighted software or copyrighted data, except for backup and archival purchases, is a violation of federal (Copyright Act, Title 17 of the U.S. Code), Maryland state law (Article 27, Section 146) and City policy.*

1. I will use software or data according to the provisions of the license agreements.
2. I will not make unauthorized copies of software or data under any circumstance.
3. I recognize that the City will not tolerate the use of any illegal software or data (software or data used in violation of the software license) copies on City computers. The use of personally-owned software, and unauthorized bulletin board or shareware software is strictly forbidden.
4. I understand that anyone found copying software or data other than for backup purposes is subject to City disciplinary actions.
5. I understand that software or data licensed to the City of Annapolis, its department, commissions or sub-divisions is not to be loaned or given to anyone without prior authorization from the Office of Management Information Technology or its designated agents (here after collectively referred to as MIT).
6. I understand that software or data licensed to the City of Annapolis, its departments, commissions or sub-divisions is to be used only in the conduct of the City's business.
7. I understand that anyone found making illegal software or data copies may be subject to civil and criminal penalties up to \$250,000 per work copied and/or dismissal from City employment.
8. I have read and understand the "Unauthorized Use Statement" (copy attached) that appears as a message on all City computer systems logins.
9. I understand that only MIT may install software or data. MIT will keep purchasing information, a copy of the invoice and registration, keep the disks and the software or data license all in a secure location.
10. I understand that software and data purchases will proceed through the normal acquisition channels, and be approved by supervisor or department head and MIT.
11. I understand that periodic and surprise audits may be conducted by MIT to determine compliance with this policy.