

SPSS Terms for research and work with partners

Excerpt from SHU's SPSS agreement with IBM

The excerpt below is from SHU's SPSS agreement with IBM.

Before installing and using SPSS, please ensure the work you plan to undertake is compliant with the terms set out below.

4. Use

4.1 The control and distribution of PROGRAM is the responsibility of the Head of Computer Services for the LICENSEE.

4.2 PROGRAM may be used by any employee or currently enrolled student ("PERMITTED USER") of the LICENSEE for the purposes set out below in this Clause 4.2 ("LIMITED PURPOSE") whether or not they

are located on the LICENSEE'S premises. For the purpose of this Agreement LIMITED PURPOSE is restricted to:

- i) Teaching and studying.
- ii) Academic Research in support of i) above.
- iii) Other research which is either publicly funded or funded by a registered UK charity and which will be published in the public domain.
- iv) Research funded by a research council who is a member of Research Councils UK which is for non-commercial purposes.

4.3 A non-exhaustive list of examples of activities that are not within the LIMITED PURPOSE is as follows:

- (i) Training or education of persons who are not PERMITTED USERS;
- (ii) Training courses, consultancy or other services given for a fee or other benefit;
- (iii) Work of significant benefit to the employer of students on industrial placement or part-time courses;

For More Help				
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<p>Audience: Students and staff</p>		<p>Version: 1</p>	<p>Last revised: 03/12/18</p>	<p>Page: 1 of 2</p>

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- (iv) Research undertaken or published for fee or other benefit (except as permitted under clause 4.2);
- (v) Research commissioned by a third party, paid for or funded by a third party or undertaken for a third party (except as permitted under clause 4.2);
- (vi) Any activity which is for any commercial purpose including without limit, timesharing, rental, or service bureau use or use for any commercial activities of the LICENSEE.

For the avoidance of doubt where research is undertaken as part of a course run by the LICENSEE and where the research has commercial value and the results will be used by a commercial organisation, the research shall be deemed to have been undertaken for commercial benefit.

4.4 Subject to the provisions in Clause 5 below, home use by PERMITTED USERS is allowed. A PERMITTED USER must obtain a copy of the PROGRAM and a stand-alone licence code from the Licence Coordinator, specified in the relevant SCHEDULE.

4.5 Without prejudice to Clause 4.2 above any Medical Teaching Hospitals or any NHS organization which are in any way affiliated with the LICENSEE (or any person whilst working for such Hospital or organization) is not permitted to use the SOFTWARE licensed under this Agreement. If SOFTWARE is required by Medical Teaching Hospitals or such NHS organization (or by any PERMITTED USER whilst undertaking work for such organization) a licence may be purchased separately from IBM.

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