Lizenzbedingungen von REDCap

Unsicherheiten für den nachhaltigen Betrieb?

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DIE REDCAP LIZENZBEDINGUNGEN

Die REDCap-Lizenz

- Keine Open-Source-Lizenz **!**
- Proprietäre Lizenz der Vanderbilt University
- Sourcecode-Zugriff wird gewährt

Umfang der Lizenz

2.1 (a) Subject to the terms and conditions of this Agreement, Vanderbilt hereby grants to Licensee, and Licensee accepts from Vanderbilt, a non-exclusive license for Licensee's Permitted Users solely to **use the Software and make Derivative Works** of same for Licensee's own **Non-Commercial Research Purposes** only. LICENSEE UNDERSTANDS AND AGREES THAT NEITHER THE SOFTWARE NOR ANY DERIVATIVE WORKS MAY BE DISTRIBUTED TO OR SHARED WITH ANY THIRD PARTY FOR ANY PURPOSE.

Kommerzielle Nutzung

1.6 "Non-Commercial Research Purposes" means for **internal research, internal operations and internal educational purposes** only, which research, operational or educational uses are to be conducted by Licensee in a manner consistent with its tax-exempt status and **may include research funded by commercial (for profit) organizations**, but shall **not include use of the Software as the basis for providing a contract or other services to any entity**

Umfang der Lizenz

- Nutzung Erlaubt

- Weiterentwicklung erlaubt

- Weitergabe an Dritte, auch von eigenen Entwicklungen **nicht** erlaubt

- Kommerzielle Nutzbarkeit unklar

Fragen an REDCap

- Could we use REDCap for data capturing in studies performed by other units of our university if we are reimbursed internally for providing the technical infrastructure for REDCap and the operation of the system?

    - **Yes, you can use REDCap if you are reimbursed.**

- Could we use REDCap for data capturing in a study if we get paid by a commercial or noncommercial organization outside our university for performing data capturing, data management, and analysis for the study?

    - **Yes, you can do that.**

Wo darf REDCap installiert werden?

(b) The Software may only be installed (i) **on servers and computers owned by Licensee** or (ii) on web-based or **"cloud" servers** where the third party hosting company has been hired by Licensee and provided that the third party hosting company has no access whatsoever to the Software.

Wo darf REDCap installiert werden?

- Nur eigene Server

- Cloud-Dienst
  - Anbieter darf keinen Zugriff auf den Code bekommen

Klarstellung zu „Third Party"

(c) Notwithstanding the foregoing, Licensee may allow limited access to the Software by a third party research collaborator ("Collaborator") to **permit entry of data by the Collaborator** as part of a multi-site data collection effort related to joint research in which the Collaborator is actively and materially involved. Such Collaborator shall not be permitted any other access to or use of the Software.

Änderungen der Lizenz

2.5 Vanderbilt shall have the right, with written notice to Licensee, to **amend, modify or revise any term or terms of this Agreement at any time** in its sole and absolute discretion. Such amendments, modifications or revisions shall be posted to the REDCap administrative mailing list (redcaplicense@list.vanderbilt.edu.) To subscribe to the administrative mailing list, Licensee must send an email to LISTSERV@list.vanderbilt.edu with the text "subscribe redcaplicense" in the message body.

Widerruf der Lizenz

2.6 Vanderbilt shall have the right to **terminate this Agreement**, at its discretion, for any reason upon providing Licensee with **ninety (90) days advance notice**.

Rück-Lizenzierung

3.1 Subject to the terms and conditions of the Agreement, and to the extent not already covered herein, **Licensee hereby grants to Vanderbilt**, and Vanderbilt accepts from Licensee, a fully-paid, transferrable and sublicensable **exclusive license** to **use reproduce, prepare derivative works** from, and distribute copies of Derivative Works **created by Licensee**. Derivative Works include, but are not limited to, **customizations of and extensions** to the REDCap source code, **but exclude Licensee's data or data collection forms**. Vanderbilt and Consortium Members shall have the right to use and to create further Derivative Works based on Derivative Works created by Licensee, subject to the terms of this Agreement.

Rück-Lizenzierung

3.2 Vanderbilt shall coordinate **all publications related to the Software** itself, including those describing its methodologies, functionality, and/or capabilities to support research related to electronic data capture. As such, Vanderbilt shall have **the right to review, edit and approve publications** created by Consortium Members which discuss the Software and its methodologies, functionality, and/or capabilities.

Rück-Lizenzierung

- Vanderbilt erhält automatisch umfangreiche Rechte an eigenen Erweiterungen durch den Lizenznehmer

- Vanderbilt ist bei allen Publikationen zur Software einzubeziehen

- Daten und Formulare sind ausdrücklich ausgenommen

Anzuwendendes Recht und Gerichtsstand

6.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the federal **laws of the United States and the State laws of Tennessee**, except where prohibited by law. **The Parties agree to the exclusive jurisdiction of the courts of competent jurisdiction in Davidson County**, Tennessee or the United States District Court for the Middle District of Tennessee, except where prohibited by law.

Anzuwendendes Recht und Gerichtsstand

- Festlegung auf US-Recht impliziert hohes finanzielles Haftungsrisiko

- Prüfen, ob Deckung durch Haftpflichtversicherung der Einrichtung gegeben ist

DIE FAQ ZUR INTERPRETATION DER LIZENZ

My organization is already in the consortium and has a REDCap system, but we want a new system to support a new department or other group of users. How do we do that?

Each REDCap system is separately licensed. So to get a new system at your organization, please first submit a new license.

The new license's Institution Name should reflect the department, center, lab, or other subgroup within your organization that will use the new system, to distinguish it from any other licenses held by your organization. (Licenses using Institution Names which already exist may be misinterpreted as duplicates and may be denied.)

Fragen an REDCap

- Are sub-organizations third-parties against each other with regard to the REDCap license?
- No these aren't sub-organizations. These are departments at the organization. The IT groups within these departments are managing REDCap for that department. Some organizations have multiple REDCap instances and others have only 1 REDCap for the entire organization and they have 1 IT group that manages REDCap. This is ultimately up to your organization how they would like to manage this. But again, this is NOT third-partygroups that are maintaining REDCap.

How many systems can be installed under a single license?

One license corresponds to one live, production system.

The organization can additionally have sandbox, development, or test environments as needed; some IT departments take that approach.

But again, **one license allows an organization to run a single live, production system**, which can house as many projects as you wish. A single license corresponds to a single system which can then support the entire organization – tens of thousands of users and projects.

Can we use an IT company for our technical support?

No. All IT support and infrastructure must be provided by your own organization's internal IT department. This is a firm and explicit requirement in the license terms.

Contractors, IT companies, and other third parties are NOT allowed to help with installation, maintenance, or support. They also cannot access the REDCap codebase for any reason. To learn more, please review the Join & Get REDCap page.

If your organization cannot meet the IT requirements internally, then please do not submit a license. Instead, contact redcap@vumc.org to explore our data hosting services. This is the only alternative we offer to licensure and self-hosting.

Fragen an REDCap

- Are sub-organizations (departments, e.g.) required to maintain their own server hardware and provide own IT staff to operate a REDCap server or is it possible to have a central IT department that is running multiple REDCap systems on behalf of other departments with separate licenses?

- Yes, if the departments are requesting REDCap, then they would be required to have the IT support to maintain REDCap. **These people should be separate than other REDCap instances** at your organization.

FAQ: REDCap Systeme

- Nur **ein produktives System** pro REDCap Lizenz zulässig

- Testsysteme sind ausgenommen

- Jedes System muss von **separatem IT-Personal** betreut werden

- Externe Dienstleister dürfen das System nicht betreuen

DER ANMELDEPROZESS

REDCap End User License Agreement - Pre-Submission Questions

Thanks so much for your interest in becoming a REDCap consortium partner! Before beginning the application process, we need you to answer a few questions.

About Your Institution or Organization

Please choose the best description of your institution/organization type.

Note that licenses CANNOT be granted to
-individual users
-consulting firms, for profit or not-for-profit who offer REDCap as a data hosting service to clients

* must provide value

○ Academic (non-profit)
○ Non-profit
○ Government
○ For profit (including academic for profit)
○ For profit working as contractor for government or non-profit

reset

An authorized signatory is an officer or representative vested (explicitly, implicitly or through conduct) with the powers to commit the authorizing organization to a binding agreement.

The signatory is usually an institutional employee who routinely commits the institution to legal contracts. Common job titles for an authorized signatory include IT Director, Departmental Manager, Chief Operating Officer, research director or chancellor.

Physicians, fellows, and students generally do not have sufficient signatory authority to commit the institution (even a particular lab/department) to the REDCap license terms. So please do NOT submit this license using the job title Medical Doctor (MD) or physician or fellow or student. These job titles are NOT sufficient signatory authority for this license.

NOTE: Please do NOT submit this license if you are an existing partner site's REDCap system administrator and simply need to restore your access to the consortium's Community platform. Please contact redcap@vumc.org if you already hold a REDCap license and are having difficulty accessing Community.

If you sign the agreement by typing in your name as the License Agreement Contact on the following REDCap Non-Profit End-User License Agreement, you are confirming that you are authorized by your institution to execute this Agreement on its behalf.

Are you an authorized signatory for your institution?
* must provide value

○ Yes
○ No

FAZIT

Zusammenfassung

- REDCap ist kostenlos

- Die Lizenz ist proprietär

- Die Lizenz kann mit einer Frist von drei Monaten gekündigt werden

- Evtl. besteht ein hohes Haftungsrisiko

Konsequenzen für Projekte

- Kündigungsfrist bedeutet erhebliches Risiko
  - Projekte müssen ggf. bei laufender Studie umziehen
  - Investitionen in Infrastruktur (Qualifizierung usw.) ggf. verloren
- Sorgfältiges Abwägen erforderlich