



# The Swedish framework agreement for procurement of open source software



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# Short bio

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# Öppna programvaror 2010

- Framework Agreement for the Swedish public sector
- Valid for 2 + 2 years (went into action 2011-04-01)
- As far as I know, it's the only FA for open source software in Europe
- Only open source software allowed
- 5 suppliers with more than 100 subcontractors
- All kinds of services available
- Only mini-competitions
- Sales during 2012 will be about 12M CHF



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# Contract terms

- Most clauses are standard IT-delivery terms
- Some clauses are radically different
- The rationale for those clauses is that we want a competitive landscape among the suppliers, to minimize the risks for the customers and provide a means for software development paid by tax money to be provided back to the communities
- The contract terms are used by the supplier and the customer, not NPS



# Contract terms

- The customer receives non-exclusive and indefinite rights to the Result, including a right to copy, modify, correct, and further develop the Result. The customer has the right to hire third parties in order to utilize the Result in accordance with the specified terms of use.



# Contract terms

- The supplier must indicate to what extent the software license affects the customer's rights to the Result.



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# Contract terms

- The supplier is responsible for ensuring that they have obtained the rights necessary for the execution of the assignment and delivery. The Supplier is also responsible for ensuring that the customer is not required to have any additional license or pay royalty payments for the customer's use of the Result.



# Contract terms

- The supplier is not entitled to transfer or assign the rights to the Result to the customer on terms that restrict, or goes beyond, the terms in the software license.



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# Contract terms

- The supplier shall within 30 days after the customer's acceptance of delivery provide all changes and additions back to the relevant communities. When the supplier provides the changes and additions, they must adhere to the conditions and practices of the community or company behind the software.



# Contract terms

- Results in the form of source code, and any documents pertaining to the source code, delivered to the customer shall be published, publicly available, on the supplier's public website. The supplier shall publish the Results within 30 days after the customer's acceptance of delivery and be available throughout the Framework Agreement period.



# The end

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