

## **SAS INSTITUTE PRODUCTS REQUIREMENTS AND REPORTING PROCEDURES:**

"Authorized Users" shall also include "Grantees" of the Centers for Disease Control and Prevention and the Agency for Toxic Substances and Disease Registry (CDC/ATSDR) being local, state, or regional agencies of government or organizations that are nonprofit, public health-related associations, boards, or task forces that receive funding through official grants or cooperative agreements from the CDC/ATSDR for "Program Activities". As used in this paragraph, the term "Grantees" includes State local health departments that do not receive CDC grant funds directly but through the State. Sub-recipients other than State local health departments shall not have access to SAS Institute products, unless used solely at the Grantee's site and solely for the purposes of fulfilling Program Activities. Program Activities consist of the use of SAS Institute products provided under this license for the development, deployment and operation of computer applications or information systems for the identification, collection, management, reporting, tracking, and analysis of the disease, health event, health condition, and health determinant data required for national systems of surveillance or research in order to fulfill the mission of the CDC/ATSDR Program Activities as specified in the applicable grant or cooperative agreement between CDC/ATSDR and the Grantee. Use by a CDC/ATSDR Grantee of the SAS Institute products provided under this license for any other purpose other than the CDC/ATSDR funded Program Activities is not permitted. For example, a Grantee will not be permitted to use the SAS Institute products supplied under the terms of this license (a) to process or analyze data except as required for such national system(s) in accordance with its Program Activities or (b) to provide public portal(s) for the processing or analysis of data. In the event that a Grantee completes or ends the CDC/ATSDR funded Program Activities prior to the expiration of this license CDC/ATSDR shall be responsible for obtaining the destruction or return of the licensed SAS Institute software from such Grantee. CDC and ATSDR will prepare and enforce formal and documented procedures to ensure the proper disbursement of access and the return of such at the completion of the Grantee's involvement in the CDC/ATSDR Program Activities. Such procedures shall include a memorandum of understanding signed by both the CDC Grants Management Officer and an official of the Grantee organization and binding the Grantee to the terms of this license. CDC/ATSDR will provide to Logicon/SAS Institute information identifying the Program Activities, Grantee, specific software used, approximate number of individual users, and location of use with respect to each Grantee on a quarterly basis. In the event that Logicon/SAS Institute becomes aware that a Grantee is using any Logicon/SAS Institute products supplied to the Grantee under the terms of this license in violation of any of such license terms, (I) Logicon/SAS will notify the Project Officer and Contracting Officer as well as CDC/ATSDR of such usage, (II) after receipt of such notice from Logicon/SAS Institute CDC/ATSDR will at Logicon/SAS Institute's request provide to Logicon/SAS Institute a copy of the applicable provisions of its grant or cooperative agreement with the Grantee that set forth the Grantee's rights to use such products and the restrictions on such use, and (III) CDC/ATSDR shall cooperate as Logicon/SAS Institute may reasonably request to prevent the Grantee from continuing to use the Logicon/SAS Institute products in violation of these license terms.

### **Tracking Requirements For SAS Products**

#### **Information to be Submitted**

In order to comply with the DHHS/SAS enterprise license as a recipient of this Grant or Cooperative Agreement you are required to report the following information on a quarterly basis. This information should be provided by email to [SASLicense@cdc.gov](mailto:SASLicense@cdc.gov). CDC suggests the submission be in the form of an Excel or other spreadsheet with one column for each of the following.

1. Grant or Cooperative Agreement Number and Title
2. Grant or Cooperative Agreement Holder Institutional Name
3. Principal Contact Individual Name, title, email address, and phone no.

4. SAS Product(s) Used
5. Location of Use (Address)
6. Number of Users (in the case of a server product include remote users)
7. Number of Processors the server has, if the server version of SAS is installed on an “application server”

Schedule of Submissions

This information is to be received by CDC at the above email address on or before each of the following dates. :

Dec 31 for the period Oct.1 – Dec. 31  
Mar 31 for the period Jan. 1 – Mar. 31  
Jun. 30 for the period Apr. 1 – Jun. 30  
Sep. 30 for the period Jul. 1 – Sep. 30

Estimation of Numeric Values

If the specific mix of SAS products in use varies over the quarter report all products in use at any time over the course of the quarter. If the number of users varies over the quarter report your estimate of the average number of users over the course of the quarter for each location reported.

Note 3. All the other terms and conditions issued with the original award remain in effect throughout the budget period unless otherwise changed, in writing, by the Grants Management Officer.