

Cancer Surveillance Branch
Division of Cancer Prevention and Control
National Center for Chronic Disease Prevention and Health Promotion
Centers for Disease Control and Prevention

Policy and Letter of Agreement for Use of CDC-Developed Software by
Users External to the National Program of Cancer Registries

The Cancer Surveillance Branch (CSB), Division of Cancer Prevention and Control, Centers for Disease Control and Prevention (CDC), has developed a suite of software products to directly support and assist the central cancer registries funded as part of the National Program of Cancer Registries (NPCR). This software was developed for the purposes of providing cost-efficient technical support to funded registries to ensure the collection of standardized, high-quality data. The software continues to be updated to accommodate new data requirements and enhanced to facilitate cancer registry operations using funds from the CDC exclusively. CSB continues to collect input and suggestions for improving the software from funded registries and cancer surveillance partners. Software is updated, as funding and resources allow, for the purposes of enhancing registry operations for the CDC-funded central cancer registries.

1. CDC will consider suggested enhancements on the functionality of the NPCR software from other organizations, in addition to the funded registries, when this input improves the function and use of the software within the funded CDC programs. However, CDC cannot make enhancements or changes to the software development unless the suggested enhancement(s) specifically benefit the mission of CDC or the CDC-funded central cancer registries. In addition, nothing in this Letter of Agreement should be deemed to be a commitment or obligation of U.S. federal funds. CDC's obligations and responsibilities pursuant to this Letter of Agreement and in its collaboration on certain NPCR software enhancements are subject to the availability of appropriated funds and U.S. government resources. Thus, financial and other governmental resources must be available from CDC before appropriate recommendations can be made by CDC or implemented. Any software or documentation changes will be completed on a time line established by CDC for its purposes. CDC cannot function as a software vendor or a contractor for any agency, governmental agencies, and other organizations outside the United States. In addition, CDC cannot accept funds for application support, such as training, new software development, maintenance, user support, or system modifications.
2. CDC recognizes the potential benefits to cancer surveillance systems that can be obtained through the exchange of ideas among organizations and other stakeholders involved in public health practice. The improvement of surveillance software systems ultimately also benefits public health through the use of standardized, high-quality surveillance data in targeting intervention strategies and evaluation of the effectiveness of public health efforts.
3. All NPCR software and/or documentation related to suggested or actual enhancements to the software remain in the public domain, regardless of whether enhancements or changes were made or recommended by CDC personnel or

personnel from another organization or governmental agency. CDC retains the rights to place all enhancements and changes to the software online and distribute to the public at its discretion. These rights include distribution of any software or documentation developed through a working relationship with representatives from organizations outside of CDC, including representatives of another country or outside organization. CDC reserves all rights to maintain all software, documentation, and intellectual property associated with this software in the public domain. Any changes to software supported by CDC should be made directly by CDC or its contractors.

4. CDC cannot infringe on the copyrights or laws of another country or the rights of any other organization or company. It is incumbent on representatives of countries or organizations providing input or comments on software or documentation to inform CDC of any possible infringement and to ensure that all applicable copyright laws in the respective countries are strictly observed.
5. CDC may provide technical assistance to users from other countries or outside organizations when staff time and resources are available. Any support provided should not be interpreted as an obligation to provide support in the future. CDC is not under any obligation to provide application support except to CDC-funded central cancer registries.
6. As with other users, representatives from other countries or outside organizations are able to download the software from the CDC Web site and use it for their own purposes.
7. All users of the NPCR software acknowledge that CDC, as a federal agency of the United States of America, must comply with applicable U.S. federal laws, including the Freedom of Information Act, 5 U.S.C. 552; Privacy Act, 5 U.S.C. 552a; and other applicable federal statutes or regulations regarding the collection, maintenance, and disclosure of information in its custody and control.
8. CDC's role pursuant to this Letter of Agreement and/or any collaboration with any organization or country is limited to providing scientific and technical expertise, and CDC will not be participating in any influential capacity in the internal, business, or governmental affairs of any particular organization or country.