



# 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 (OSI-approved)
- 5 suppliers with more than 100 subcontractors
- All kinds of services available
- Only mini-competitions
- Sales during 2012 will be around 10M EURO



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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.



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# 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.



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# 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.



# How did we choose suppliers?

- At least 10 consultants
- Must be able to deliver at least one OS and one DB
- Bonus if they could provide other types of software in 8 well defined categories
- More points awarded the more they could prove knowledge about the software and the license for that software



# How did we choose suppliers?

- 1. The supplier must be able to provide at least one operating system (OS)
- 2. Points awarded if the OS can be provided in Swedish
- 3. 1 point for claiming knowledge about the OS, 3 points for providing proof that one of the suppliers consultants has been active on the mailing list for the OS and 5 points for committed and accepted code to the OS



# How did we choose suppliers?

- 4. 1 point for claiming knowledge about the license used, 2 points for committed and accepted code, 3 points for having a trainer that can teach about the license used, 4 points for having an in-house lawyer with knowledge about the license used and 5 points if both 3. and 4. are provided



# Status

- We haven't seen any committed or published code yet!
- The buyers usually buy "commercial open source" like Mule, Red Hat, Alfresco and SugarCRM with services
- Also a lot of CMS (mainly Drupal) with services
- Very few understand open source!



# The end

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