USE OF SOFTWARE AND INFORMATION SYSTEMS OF INESC TEC

GENERAL FRAMEWORK

1. **INESC TEC - Instituto de Engenharia de Sistemas e Computadores, Tecnologia e Ciência (INESC TEC)** is licensed to use software media and copies whose ownership rights are held by other companies or institutions. Given that **INESC TEC** is not the holder of such rights on software and/or related documentation, it can only use and copy them in accordance with the applicable legal provisions and to the extent permitted by the respective Licensing Contracts.

2. On the other hand, INESC TEC manages its own computer systems, including a set of devices and a communications network, which are made available to its collaborators, for the sole purpose of using them in the fulfilment of their respective duties, as INESC TEC collaborators. Such use must be careful and responsible, always in compliance with the applicable legal provisions.

3. INESC TEC collaborators are co-responsible for the fulfilment of the obligations assumed by **INESC TEC** before third parties and play a fundamental role in the adoption of the best institutional practices, avoiding, in particular, any behaviour that may constitute an infringement of IP rights in software or other legally protected works.

4. INESC TEC collaborators must provide promptly the collaboration requested by INESC TEC Services in any actions promoted in order to audit the legal use of software and computer systems of INESC TEC which are under their responsibility, including the use of the communications network, as well as the lawfulness of the contents transmitted, uploaded, downloaded, recovered or stored using such network

5. In accordance with the applicable provisions of the legislation in force, the illegal copy, release or communication to the public of software programmes, is punished with imprisonment up to three years or with a fine (article8 of the Law on Cibercrime - Law 109/2009 of September 15th). According to the same provisions, penal responsibility is attributed to both INESC TEC and the infringer; however, INESC TEC liability is excluded whenever a collaborator acts against the instructions given by internal authorized persons.

6. Should the law, the terms of existing licensing contracts or any institutional directives be, in any way, disrespected by INESC TEC collaborators, beyond the penal liability, which may apply to such collaborators, INESC TEC reserves the right to bring disciplinary actions against them, which may imply the apllicationof disciplinary sanctions, including, without limitation, to the termination of the employment relationship or contract. Furthermore, should INESC TEC be liable for any claims, injuries, damages or suits resulting from an illegal act committed by INESC TEC collaborator(s), it will enjoy and exercise the right of redress in connection with any costs and expenses incurred, against such collaborator(s).

INDIVIDUAL TERM OF RESPONSIBILITY

I declare that I have acknowledged the general framework stated above, applicable to INESC TEC collaborators as regards the use of INESC TEC software and information systems, and I commit myself to:

1. **Use the software according to the law, applicable licensing contracts and internal directives issued by INESC TEC, abstaining myself from any practice that may involve its unauthorized copy or use.**

2. **Make a careful and responsible use of INESC TEC computer systems, in compliance with the applicable law and INESC TEC own internal policies, including as regards its communications network, namely by refraining myself from using it in order to access, upload, download, recover, store, transmit, process, any data or content which is illegal or whose lawfulness is doubtful from the perspective of a diligent and informed user, including where such operations involve or are likely to involve the infringement of third parties' intellectual property rights.**

3. **Promptly clarify with the Systems Administration Service (ticket.inesctec.pt) any questions or doubts arising out or in connection with the copying or use of a given software or computer system.**

4. **Promptly provide the collaboration requested by INESC TEC Services in any actions promoted in order to audit the legal use of software and/or computer systems made available by INESC TEC to its collaborators.**

5. **Fulfil with zeal the internal directives issued by INESC TEC regarding the use of software and information systems and, in general, the use of computer resources provided by INESC TEC to its collaborators.**

Full name: Shiuli Subhra Ghosh

Porto, 17th October, 2021

Shiuli Subhra Ghosh
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(signature)