SDSI Business Systems

Code of Ethics

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SDSI Business Systems

Code of Ethics

Preamble: SDSI is a software solution provider dedicated to serving the needs of its customers. SDSI Business Systems shall conduct all aspects of business in an ethical manner at all times. Any person coming in contact with SDSI shall be treated courteously, fairly, and with respect.

Article 1: Partners. All partners are equally responsible and accountable for the conduct and profitability of the company. No partner shall obligate the company to any contract or commitment without full agreement and consent of all other partners.

Article 2: Employees. Employees will be hired on the basis of skills and experience. All governing laws regarding discrimination in hiring practices will be upheld, not only to the letter, but also in spirit. Employees are entitled to a congenial, safe, clean, and comfortable working environment. Any grievance must be reported immediately to the partners for resolution.

Article 3: Independent Contractors. While under contract with SDSI, independent contractors are expected to abide by the same code of conduct as employees and partners.

Article 4: Customers. For custom software development, customers are given a written proposal outlining the scope of work to be done for a specific number of hours at the current hourly rate. Proposals are prepared with due diligence to accurately reflect the scope of the project. All projects accepted for development by SDSI must meet the criteria described in Article 7. SDSI reserves the right to cease doing business with any customer whose conduct is disrespectful or abusive to an SDSI associate or whose business practices are found to be dishonest, unethical, or otherwise unacceptable.

Article 5: Vendors. All suppliers of goods and services will be paid according to the terms of the purchase agreement. Any disputes, questions, or problems concerning payment or quality of product or service will be addressed by SDSI in a timely manner.

Article 6: Government. SDSI will file all required federal, state, and local documents and forms on time and with full payment. All forms will be filled out completely and will accurately reflect the transactions of the business.
Article 7: Projects. All projects undertaken for development by SDSI must respect intellectual property laws and not contain data, images, or code that is neither public domain, nor reproducible without consent of the author. Projects must be free of defamatory, obscene or illegal material, and must not in any way result in a product or system capable of harming or misleading the users.

Article 8: Privacy and Confidentiality. When a project requires SDSI personnel to have access to customer data, the confidentiality of that data is to be closely guarded and protected from exposure at all times. SDSI discourages employees from maintaining private information on company computers in order to protect their privacy. SDSI makes its best effort to protect the company network from intrusion through password protection, firewalls, and anti-virus software.

Article 9: Software. As a software company that maintains copyrights on software developed for distribution SDSI recognizes the effort involved in authoring such products. SDSI will not load onto its network any software that is not legally licensed to the company. SDSI associates will not load software on a customer’s computer that has not been legally licensed to the customer.
SDSI Business Systems: Code of Ethics Detail

**Preamble:** *SDSI is a software solution provider dedicated to serving the needs of its customers. SDSI Business Systems shall conduct all aspects of business in an ethical manner at all times. Any person coming in contact with SDSI shall be treated courteously, fairly, and with respect.*

The purpose of this Code of Ethics is to provide guidance to SDSI associates in a broad and ethical sense through all aspects of our business activities. Since defining ethical conduct is subject to interpretation, this code is established to develop high standards that we can be proud to achieve and challenged to maintain. The integrity of the company is based on the personal integrity of each associate.

**Article 1: Partners.** *All partners are equally responsible and accountable for the conduct and profitability of the company. No partner shall obligate the company to any contract or commitment without full agreement and consent of all other partners.*

In a general partnership, all partners are entitled to equal shares of the company’s profits. By the same token, all partners are liable for equal shares of company losses. Without the corporate veil protection, the personal assets of partners are exposed to possible seizure in the event of a default or catastrophic liability. Any partner is capable of committing the company to a contractual agreement that could put the other partners personal property at risk. The purpose of this article is to acknowledge the right of all partners to have full knowledge of all transactions that could put him or her personally at risk. While this article can’t prevent unethical action by a partner, it states the unacceptability of such behavior.
**Article 2: Employees.** Employees will be hired on the basis of skills and experience. All governing laws regarding discrimination in hiring practices will be upheld, not only to the letter, but also in spirit. Employees are entitled to a congenial, safe, clean, and comfortable working environment. Any grievance must be reported immediately to the partners for resolution.

Just as the integrity of the company is based on the personal integrity of each person who is a part of the company, the ethical performance of the company is the sum of the ethical performance of its employees. Employees have a right to a just wage and the company has the right to expect reasonable performance in return for those wages. The company also has the responsibility to protect the health and safety of all who work there. The company should provide an atmosphere of respect and trust where people are encouraged to give their best efforts to help them achieve their individual goals and the collective goals of the company.

**Article 3: Independent Contractors.** While under contract with SDSI, independent contractors are expected to abide by the same code of conduct as employees and partners.

For all intent and purposes, an independent contractor hired for specific projects is a representative of the company. All work performed by independent contractors must be monitored by a company staff member to verify that it meets the company standards for excellence. Contractors are expected to not disclose information about the company to customers that is proprietary to the company. Any code developed for a customer by a contractor while in the company’s employ is considered “work for hire” and not subject to copyright by the contractor.
**Article 4: Customers.** For custom software development, customers are given a written proposal outlining the scope of work to be done for a specific number of hours at the current hourly rate. Proposals are prepared with due diligence to accurately reflect the scope of the project. All projects accepted for development by SDSI must meet the criteria described in Article 7. SDSI reserves the right to cease doing business with any customer whose conduct is disrespectful or abusive to an SDSI associate or whose business practices are found to be dishonest, unethical, or otherwise unacceptable.

When a customer contracts with SDSI to develop a custom application, the customer has the right to expect the promised level of performance and quality to be delivered. Software projects are often subject to many changes during the development process. This article describes the practices for preparing and presenting proposals based on best efforts to determine and include all requirements prior to beginning a project. The company recognizes that the customer has to trust that the developer is presenting a fair and honest proposal representing a reasonable amount of hours for the requested scope of work. It is unethical to charge a customer for twenty hours of work on a ten hour project. Work is normally done at the company facility and delivered to the customer site upon completion. The customer has no way of knowing actual hours spent on a project.

The customer also has the right to expect reasonable levels of support once the system is implemented. The company is responsible for addressing any problems, “bugs”, or other issues that occur in a timely manner. When an SDSI associate is on-site at a customer facility for software implementation, maintenance or consulting services, the associate is expected to behave in a manner consistent with this code.
Article 5: Vendors. All suppliers of goods and services will be paid according to the terms of the purchase agreement. Any disputes, questions, or problems concerning payment or quality of product or service will be addressed by SDSI in a timely manner.

Vendors who supply products and services to the company are expected to deal with the company fairly and reasonably. Companies providing services such as legal, financial, and payroll processing are expected to respect the privacy and confidentiality of company transactions. The company will exercise due diligence in processing Internet purchases to protect company information.

Article 6: Government. SDSI will file all required federal, state, and local documents and forms on time and with full payment. All forms will be filled out completely and will accurately reflect the transactions of the business.

In the pursuit of its daily business, the company develops software, provides services, seeks new customers, and otherwise transacts business in an effort to create and maintain a level of profitability. All transactions are to faithfully reflect the actual exchange of goods and services. The company recognizes that all sales tax dollars collected from customers is given in trust to the company to be passed on to the taxing authority. All employee payroll withholdings are likewise trust accounts. Aside from the legal aspects of trust accounts, the company is morally responsible to see that these monies are properly disbursed. Personal income taxes for partnership earnings will be reported by the company’s accounting firm and are the sole responsibility of each partner.
Article 7: Projects. All projects undertaken for development by SDSI must respect intellectual property laws and not contain data, images, or code that is neither public domain, nor reproducible without consent of the author. Projects must be free of defamatory, obscene or illegal material, and must not in any way result in a product or system capable of harming or misleading the users.

The nature and makeup of software lends itself to virtually effortless duplication and reproduction. Software consists of many component objects that are all stored on electronic media. Piracy is rampant in the industry and difficult to trace. While the industry in general is making some attempt to police piracy and protect the rights of copyright owners, the temptation to incorporate graphics, code, and other objects into projects is ever present because of the ease in which it can be done and the virtual lack of traceability. The company will at all times respect the intellectual property of others and include objects developed by others only when licensed to do so.

At no time and under no circumstances are company associates to engage in the creation of software with malicious intent. Any projects developed at the company facility are to be determined to be virus free before being downloaded to a customer’s computer. SDSI associates who download information from a customer’s computer are likewise responsible for checking for viruses before downloading customer information to the SDSI computer network.

SDSI will not undertake any project that fails to meet the ethical standards of the company, either in its content or its intended use. This includes Internet based projects that have the potential of invading the privacy of those who sign on to the application.
Article 8: Privacy and Confidentiality. When a project requires SDSI personnel to have access to customer data, the confidentiality of that data is to be closely guarded and protected from exposure at all times. SDSI discourages employees from maintaining private information on company computers in order to protect their privacy. SDSI makes its best effort to protect the company network from intrusion through password protection, firewalls, and anti-virus software.

Because most custom software development is done on SDSI computers, there is often a need to download actual customer database information for the purpose of testing and debugging applications in progress. SDSI respects the confidentiality of any information provided to the company by a customer for the stated purpose of application development. Under no circumstances will any information gained in this manner be made available to any party for any reason. For additional protection, reports and other documents generated in the process of testing prepared with actual customer data will be disposed of through shredding.

Personal information maintained by the company about employees will be limited to only that factual information necessary for business purposes to comply with the law.

Article 9: Software. As a software company that maintains copyrights on software developed for distribution SDSI recognizes the effort involved in authoring such products. SDSI will not load onto its network any software that is not legally licensed to the company. SDSI associates will not load software on a customer's computer that has not been legally licensed to the customer.

This article refers to “off-the-shelf” software packages that are products of software companies. This includes business application software, development
platforms and third party components, and all other types of applications that are licensed for distribution. Making copies of electronic media containing such software, except where permitted for backup purposes constitutes theft of intellectual property. The copyrighted owners of the work are entitled to compensation for their work and unauthorized duplication deprives them of this right. No SDSI associate will be permitted to load unlicensed software on any SDSI computer. Customers are expected to exercise the same judgment concerning software residing on their computers.