

# [Ucc and ucita](https://assignbuster.com/ucc-and-ucita/)

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.. .. .. 13 March 2007 UCC and UCITA The major distinction between Uniform Computer Information Transactions Act (UCITA) approved by the National Conference of   
  
Commissioners on Uniform State Laws (NCCUSL) membership at its Annual Meeting   
  
in July 1999 and Uniform Commercial Code's (UCC) Article 2 is that UCC's Article 2   
  
reflects conventional contract law and deals only with the sale of goods and it does not   
  
give any idea about the transfer rights to use computer information. UCITA offers a   
  
constitutional framework better suited for the information perspective.   
  
This difference rises in essence due to the fact that computer information is totally   
  
a different thing from manufactured goods i. e; information (software) and hardware have   
  
no common ground as for as their development and their utilization is concerned. As   
  
information (software) has no physical feature therefore,   
  
a knowledgeable buyer of computer information can easily disassemble,   
  
reconfigure, replicate and, in whole or in part, make that information available at   
  
low cost to thousands or even millions of non - buyers. A second principal   
  
difference is that computer information, especially information in the form of a   
  
computer program, can be put to a greater variety of uses by buyers than is typical   
  
of manufactured products (Priest, 1).   
  
Moreover both software and hardware developer emerged as major economical   
  
players and each has their legal concern. Hence selling of computer information demands   
  
that there should be a contractual method that actually protects the copy right concern of   
  
its developer or in more typical term transfer of computer information involves Licensing   
  
a total different and new thing in conventional contract law.   
  
The licensing designates the right to use and right to make copies under terms and   
  
conditions as agreed upon by both consumer and producer. On other hand selling of   
  
goods signify the permanent transfer of physical ownership to someone else. It does not   
  
involves the risks to copy or reproduce to greater extend. Hence   
  
a hard good can anticipate a relatively limited set of uses of the product among   
  
the entire set of consumers. Facing a wider and more uncertain set of potential   
  
uses of computer information - especially computer programs - providers of   
  
information will often include in their licenses an entirely different set of warranty   
  
obligations and performance disclaimers as well as other provisions even more   
  
unique to information (Priest, 2).   
  
To address the licensing issues a decade ago a new Article 2B of the Uniform   
  
Commercial Code was inducted. As National Conference of Commissioners on Uniform   
  
State Laws (NCCUSL) and of American Law Institute (ALI) were the traditional partners   
  
in the development and maintenance of the entire UCC, as debate went on, both   
  
NCCUSL and ALI express different opinion over the treatment of many of the difficult   
  
center issues presented by this area of the law. Hence ALI disapproved the draft Article   
  
2B of UCC. Soon after NCCUSL pulled itself out of project and projected it to the   
  
NCCUSL membership for acceptance as a self-supporting Uniform Act to successfully   
  
outwit the objections of the ALI. Since ALI had no role in NCCUSL's non-   
  
UCC uniform law process. The text of proposed Article 2B was re-formulated as the   
  
Uniform Computer Information Transactions Act and was approved by the NCCUSL   
  
membership at its Annual Meeting in July 1999 (UCITA Project - Memorandum, 5).   
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
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