

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

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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

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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

involve the risks to copy or reproduce to greater extent. 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

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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 <https://assignbuster.com/ucc-and-ucita/>

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).

Works cited

Priest, G. L. " ABA Resolution concerning the Uniform Computer Information Transactions Act". (15 January 2003). 13 March 2007

< <http://www.nccusl.org/nccusl/ucita/ucita/ProfPriestletter.pdf> > UCITA Project - Memorandum. (5 September 2000). 13 March 2007