Feasibility Study

**Legal Section**

Version 0.1

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**Introduction**

The Legal study covers over all legal aspects of the project and aims to verify that the project meets government laws and safety standards. This study focuses on two specific areas: the ASB Stadium Sports Venue where the Casio MATHEX competition takes place and the Open Source Licenses that may be used in the project.

**ASB Stadium Sports Venue**

The stadium has its set of Terms and Conditions that must be closely adhered to. This section will focus on the most relevant terms and conditions to the project.

* “**10.5** The hirer will not make nor allow any alterations or additions to any part of the venue or install any electrical or mechanical device without first obtaining the approval of the ECCT.”
* “**10.9.** Any electrical devices used at the Venue must comply with the appropriate standards. The hirer will indemnify the ECCT against any loses which occur as a result of the use of electrical equipment that does not meet the terms and conditions or the appropriate standards”. (EECT Stadium General Terms and Conditions V2.0 (2017). *East City Community Trust Board*, Section 10: Use of the Venue)

This section means that approval will be necessary if modifications to the venue become crucial for the project to succeed. We will also need to make sure that all hardware meet safety standards and regulations. In addition to this:

* “**10.8.** The hire area must be reinstated by the hirer at its sole cost to at least the condition it was in immediately before the hire period. All reinstatement must be completed within the hire period after which time the ECCT reserves the right to complete reinstatement on the hirer’s behalf and at the hirer’s cost.”.  (EECT Stadium General Terms and Conditions V2.0 (2017). *East City Community Trust Board*, Section 10: Use of the Venue)

If modifications are made to the venue, then we will need to revert these changes after the competition is held. This could mean that significant costs could occur before every competition if it is necessary to modify the venue to implement the project.

The terms and conditions also state that any damage, loss, claim, cost, liability or expense will be our own responsibility should the project fail in any way.

(EECT Stadium General Terms and Conditions V2.0 (2017). *East City Community Trust Board*, Section 15: Exclusion of Liability)

EECT is the East City Community Trust Board. It is made up of three members mainly: Selwyn College (Ministry of Education), ASB Stadium Sports Club and the Community.

**Licensing**

For licensing, we have decided to choose the route of open source licensing rather than a closed source. This is because we want future teams to be able to access our work in the case the project cannot be completed by our team as per the client’s requirements. When choosing an open source license there are several associated conditions that we must consider. There are many different licenses but for this legal study we will look at three of the most popular licenses; the MIT license, Apache License 2.0 and the GNU AGPLv3.

The MIT license is one of the most permissive licenses with conditions only requiring preservation of copyright and license notices. Licensed works, modifications, and larger works may be distributed under different terms and without source code. This means you can re-use the code freely for your own use and also use it for non-commercial and commercial re-distribution. You cannot however claim authorship of the software.

The Apache license 2.0 is similar to the MIT license but it has a few more restrictions. You can re-use the code freely for your own use, non-commercial and commercial distribution but the big difference is that you must state your changes made to the software and include a notice that the change has been made.

The GNU Affero General Public License (AGPLv3) is a strong copyleft license. Copyleft licenses require the derivative works or modified versions of existing software to be released under the same license which will ensure that all future modifications or versions of the software will follow the same conditions and have the same permissions. Additionally, per the full text of AGPLv3, this license is specifically designed to ensure cooperation within the community in case of network server software. As our project is a network server software, this will prevent problems where the software source code is not accessible due to being run on a server.

**Choosing a license – Conclusion**

The MIT, Apache 2.0 and GNU AGPLv3 are all good licenses, the choice depending on how restrictive we want to be with the software. If we want to let anyone use our software and make changes as they see fit, then the MIT and Apache 2.0 licenses are good licenses to consider. If we want to put some more restrictions to our software and make sure that users follow our conditions then the AGPLv3 is a good option.

**Open Source Requirements**

Since we are using Open Source licenses, our project will be subject to a few requirements and conditions to preserve the provenance and openness of the software being used. Listed below are the general conditions and limitations the project may have to follow:

* **“Disclose Source:** Source code must be made available and public for anyone to see.”
* **“License and Copyright notice:**A copy of the license and copyright notice must be included somewhere within the project code.”
* **“Warranty Limitations:** The license explicitly states that it does not come with warranty.”

(Licenses | Choose a License. (n.d.) *GitHub, Inc*)

Open source licenses also come with permissions which allows to do the following with the project:

* **“Commercial Use:**Allows us to use the project commercially.”
* **“Distribution:**Allows us to distribute the software to others.”

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**References:**

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