This week’s reading deals with the re-use of built software system. As stated in the discussion question, although software can be re-used, this raises numerous intellectual property right issues. Since intellectual property right laws vary by country, I will discuss the questions posed in light of the United States legal system.

**If a customer pays a software contractor to develop a system, who has the right to re-use the developed code?**

There are some very specific exceptions to this under the law, but generally a creator of an intellectual work, like software, owns the copyright (“Copyright & Fair Use”, 2015). If the creator develops the software in his/her role as an employee, the employer owns the work. If the creator is an independent contractor, then the creator owns the work unless the contractor signs a written document transferring copyright to the commissioning customer. There are exceptions to this, as I stated earlier, which automatically transfer copyright to the customer. They are:

(1) a part of a larger literary work, such as an article in a magazine or a poem or story in an anthology;

(2) part of a motion picture or other audiovisual work, such as a screenplay;

(3) a translation;

(4) a supplementary work such as an afterword, an introduction, chart, editorial note, bibliography, appendix or index;

(5) a compilation;

(6) an instructional text;

(7) a test or answer material for a test; or

(8) an atlas

(“Copyright & Fair Use”, 2015).

**Does the software contractor have the right to use that code as a basis for a generic component?**

Based on the stipulations above, as long as the contractor has not signed a document transferring copyright to the commissioning customer, and the code that the contractor built is not just a module of a larger system, then, yes, the contractor can re-use the code to create a generic component in other works the contractor is commissioned to do. The catch is the contractor needs to ensure that he/she is protecting the copyright by knowing the intended use of the work and/or registering the work with the U.S. Copyright Office. There is an important reason for registering a work for copyright -- if someone infringes on your copyright you have no legal recourse without having registered the work (“Copyright & Fair Use”, 2015). The automatic copyright is not a basis for lawsuit.

**Which payment mechanisms might be used to reimburse providers of reusable components?**

One mechanism that has been used to reimburse providers of reusable components has be a royalty for each use or sale (Yee, n.d.). This method have traditionally been used in the music industry and transfers well to the software industry.

**Conclusion**

Maintaining and exercising one’s rights to his/her intellectual is complicated enough within the U.S. legal system. Considering that a commissioning customer and an independant contractor can be in different countries, even more thought needs be given to intellectual property issues.

References

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