BUSINESS CONSIDERATIONS

Several business considerations surround any practical software product. Every project must describe how it will handle these considerations as part of the Feasibility Study/Project Proposal Plan.

- You own the copyright in the software you create as a University of Ghana student. On the other hand, the client must use your software and use it as a foundation for future work. You must agree to either transfer the copyright to the client or grant them an unrestricted license to use it.
- A project may develop patentable concepts. This is a complicated topic that affects the project team, the university, and the client. The client may require a statement that covers this possibility.
- The client may provide access to trade secrets or additional proprietary information for your software to interface with other programs. You may be asked to sign a non-disclosure agreement in this case.
- Some of the projects may be for companies whose principals are University of Ghana faculty or staff. In such cases, the university's conflict of interest policy must be followed.

EXAMPLES OF AGREEMENTS BETWEEN CLIENTS AND PROJECT TEAMS

Here are two examples of agreements between knowledgeable clients and project teams.

The agreements need to be signed and dated by all the student authors and an authorized member of the client's organization.

EXAMPLE 1: Law School: Legal Information Institute

The undersigned agree to the following:

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3. That despite joint authorship, there will be no duty on the part of the student authors, individually or as a group, to account for any return on subsequent commercial use or development of the Project Material;
4. That, in contrast, should *Mark Mensah* or the *Legal Information Institute* realize royalties or other direct financial return from licensing any of the Project Material there will be a duty to account to the other joint authors for any such revenue net of costs;
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6. There is no Warranty; however Developers will do their best to fulfil requirements, but have no legal duties to do so.

[Signatures]

EXAMPLE 2: UG Library

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