Legal Issues Report

The following report discusses various legal implications of our project to the assigned project manager – Jarnail Chudge. I will briefly describe what the project achieves and review what deliverables are required to be met and by whom. I will then discuss the potential liability of the project, and the legislation surrounding the materials in-cooperated, along with the source-code agreements. A recommendation of a suitable agreement type of the project will shortly follow. The concept of data privacy will also be highlighted in relation to the project.

Brief Background and Agreed Deliverables:
"Virtual Therapy" is a 3D audio feedback system aimed at users with visual impairment and lower-back disability. It is designed to improve the posture of the user through pleasant sound iterations. The application can be divided into 3 parts: Pose correction algorithm of bone joints – Worked on by the team leader and ready for the demo week by 22nd February, visual and audio feedback sounds – allocated to second member with the deadline of 20th December, and finally the collection and transmission of posture data to be handled by me - Due 5th March.
The contract of agreed deliverables were discussed over skype and confirmed in writing through email. We ensured the requirements were achievable and reasonable within the given timeframe. The deadlines above were set by the team for a smooth workflow but also to demonstrate our working progress prior to the agreed submission date.

Potential Liability:
In regards to the continuous development of the project after the solution hand-over, there a few liabilities that one should be aware of. If a web-application is developed in the future, it must closely observe unwanted user-added content. The content must be moderated and a correct procedure of dealing with unwanted information should be in place – known as a takedown policy. If not, there is a high chance of defamation. Finally, potential negligence (e.g No System Recovery) of the solution must also be considered as you will be liable for the cost of damage caused by vulnerabilities. For licensing purposes - any additional improvements to it must be thoroughly tested before release and adequate advice by professional authorities must be sought in case of filing a claim.

Usage of materials:
The main piece of hardware used was the Kinect sensor. This is owned by Microsoft itself. Two pieces of OSS (open source software) that were used are openNI – A framework designed to provide a natural feel to user interfaces, and the Kinect SDK (software development kit) was used to collect data from the sensors. Unity was used as the gaming engine bringing these API's (Application programming interface) together for a cohesive experience. For the development of our project, Unity's free license was used. If advanced features are to be added in the future, some sort of agreement must be made with Unity to buy a copy of the license. The current plans are based on monthly subscriptions – a form of proprietary software.

Intellectual Property and source-code agreement:
The use of IP (Intellectual property) covers the notion that information has value. The three main forms are patents, trademark and copyright. In regards to the project the best form of IP will be a combination of legal protection. The choice of Copyright is sufficient for the application as it will prevent companies from copying and distributing the style of the solution. Copyright is different in various parts of the world, with ex-Soviet Union and far east countries not adhering to the principle of copyright.

This is chosen opposed to the 'copyleft' license which allows users to modify and distribute the work freely given that the original copy itself is distributed. This form of license is generally seen in the open source movement. I would recommend to avoid this based on the type of project. The solution is only attended for Microsoft itself and the selected organizations chosen to be collaborated with.

For the pose-correction algorithm (source code), a patent is most adequate. Although it does not cover the direct source-code it protects the logic and step by step procedure used to obtaining it. If the company finds a better solution to this algorithm for collecting joint data, be sure to patent. This generally lasts for 20 years in the UK and USA but differs in other parts of the world. The name of the solution should be trademarked as this form of legislation is designed to distinguish the company's product from its competitors. This is used opposed to a service mark as it only covers the name of the service. In the context of this project a service mark will be appropriate in the future if the solution is being used by third parties to help patients.

Data Privacy:
With the proposed software and hardware being used it is important that data collected is accurate and relevant for the acquired purpose. The data protection Act 1998 ensures that the user (Data subject) is entitled to know about the information held about him/her. Procedures must be put into place for providing information about the data subject within a allocated time. Our solution currently collects physical body part data and in the future will may collect medical and personal data from numerous users. It is important that the data stored is secure, free from any errors and easily retrievable.

The choice of such legislation chosen will protect the solution and the idea embedded within in it. If licensed out for development it will be ideal to categorize it as propriety software to ensure capital is generated and source-code not copied. I have iterated over the use of data privacy in light of the project and potential liability which should be considered if licensing all or parts of the application. It is important that these legislations are in place to win any possible cases of misuse and infringement done to the application.