

Facts:

Engineer A agrees to provide consulting services to RMF, Inc., in connection with the development of a new product for manufacture. He develops a preliminary report, which is approved, then develops the design for the product. Engineer A and RMF, Inc., do not negotiate any terms in their agreement relating to the actual ownership of the design of the product. Neither takes any steps to seek patent protection. When the design reaches the production stage, RMF, Inc., terminates the services of Engineer A in accordance with their agreement. Thereafter, Engineer A agrees to provide consulting services to SYS, Inc., a competitor of RMF, Inc. As a part of those services, he divulges specific information unique to the product designed for RMF, Inc.

Question:

Was it ethical for Engineer A to divulge specific information to SYS, Inc., unique to the product designed earlier by him for RMF, Inc.?

References:[Code II.1.c](#)

"Engineers shall not reveal facts, data or information obtained in a professional capacity without the prior consent of the client or employer except as authorized or required by law or this Code."

[Code III.4](#)

"Engineers shall not disclose confidential information concerning the business affairs or technical processes of any present or former client or employer without his consent."

[Code III.10.c](#)

"Engineers, before undertaking work for others, in connection with which the Engineer may make improvements, plans, designs, inventions, or other records which may justify copyrights or patents, should enter into a positive agreement regarding ownership."

Source:

<https://www.cs.cmu.edu/~bmclaren/ethics/caseframes/87-2.html>