

## Solutions to EEE222 May 2010

Q1

a.

- (i) An *individual* who is the subject of Personal Data.  
Personal Data - Data about a living individual who can be identified from that data, or from that data and other information which is in the possession of the Data Controller. This includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual. [2]
- (ii) A person who (alone or with others) determines the purposes for which and the manner in which the Personal Data is to be processed. [2]
- (iii) A person (other than an employee of the Data Controller) who processes Personal Data on behalf of the Data Controller. [2]

b.

- (i) According to the Act, from the EC Directive: the objective is ‘... to protect the fundamental rights and freedoms of natural persons, in particular their right to privacy with respect to the processing of personal data’ (exact definition not required) [2]
- (ii) It is implemented by establishing a register of persons holding personal data, which is regulated by the data commissioner (or Information Commissioner as it now is) [1]
- (iii) Finditright Ltd. must be registered with the Commissioner [1]  
It must ensure that Jobassessor Ltd. has adequate security measures in place [1]  
It must comply with the data protection principles (some discussion of these is required) [1]
- (iv) Jobassessor Ltd. must also be registered with the commissioner [1]  
Both Jobassessor Ltd. and Finditright Ltd. must indicate that data is being transferred between them [1]  
If Jobassessor Ltd. is holding manual records in such a way that an individual can be readily identified from them – then this manual data must be registered in addition to their computer data [1]
- (v) To know what is being held about him [1]  
To know the purpose for which it is being held [1]  
To know who it is being disclosed to [1]  
To know the logic involved in the automatic credit assessment system [1]  
To request to request that the assessment not be carried out purely by automatic means [1]

## Q2

- a) Owner has monopoly rights over patented product for up to twenty years, thus offering the possibility of super-normal profits [1]. However, the costs of applying for and maintaining a patent are significant, especially if it is held throughout the world; defending a patent relies on taking legal action in the case of a breach, which can be extremely expensive [1]. Benefits only outweigh costs when the market for the product is known and is significant [1].
- b) Abstract [1], specification and diagrams (if appropriate) [1], claims (ordered series of statements clarifying significant steps of specification) [1].
- c) Application together with appropriate forms [1]; File claims, form for preliminary search and search fee within 12 months, hence preliminary examination and search [1]. Early publication (A), usually 18 months after priority date and then substantive examination and publication (B) [1].
- d) Since this idea seems to have occurred between three individuals, Ivan claiming the whole ownership without their consent is theft [1]. Any documents produced during their discussion are automatically copyright of those who drew/wrote them [1]. Ivan has behaved quite unethically and unprofessionally in this situation. At the very least, he must obtain permission from the other two (who may not be interested any further in the idea) that he can file the patent. If the others are not aware that the invention has commercial significance, they may not feel the information has quality of confidence, and so they could disclose to third parties, undermining Ivan's patent application [1].
- e) Licence of patent to existing player in the market (either exclusive or non-exclusive); discussion of the benefits of this required [1]. Set up in business manufacturing the device, or subcontracting others to manufacture the device [1]. The balance between this depends on the novelty of the device and whether they have immediate access to the market and the market knowledge [1].
- f) In the case of a licence agreement, a partnership is sufficient, flexible and cheap [1] – but they should arrange a formal partnership agreement [1]. They will be jointly liable if things go wrong. A limited company is more costly in legal fees and requires significant paperwork [1], but would be a much better vehicle for raising large quantities of capital if the partners choose to go into the business of manufacturing and selling [1]. Limited liability could be advantageous but can inhibit raising of small loans [1].

### Q3

a) Five of, for example:

- A document defining organisational structure
- Documents relating to Internal Quality Audits
- A formal training system
- How you select your suppliers
- What information should be included on your purchase orders
- What checks you make on incoming goods
- What checks you make on outgoing items
- How you control equipment used to produce or test the items
- How you make sure that your staff are trained to do their job
- The checks that you make to ensure that the quality system is working properly
- How you record and collect information about problems that are encountered
- How you control the various documents used in your organisation, so that wrong versions are not used
- How you improve your quality and management system (review) [5]

b) This could be examples such as

How employees are given incentives to improve company operations, manufacturing processes, etc

The definition of company ethics as they relate to the environment and the local community

Inclusive development of mission and vision statements

Dedication to improving the customer's total experience of the service/product provided, eg via customer feedback forms

Dedication to employee personal development: eg continuing training, etc.

Implementation of the EFQM system, Investors in People or equivalent [3]

c) Eg: four of

- COSHH, as it relates to any dangerous or irritant chemicals used in the factory
- risk assessments relating to handling chemicals (presumably required for testing the detectors,
- fire regulations (as per any work place),
- computer screen regulations
- consideration of off-site tests at client laboratories, e.g. risk assessment wrt testing equipment using chemicals,
- electrical appliance testing,
- storage of dangerous gases, etc [4]

d) Not all the following points need to be covered to obtain full marks. The spirit of the law states that employers must:

- Make arrangements for implementing health and safety measures
- Appoint competent people to help them implement the arrangements.  
(These steps have been taken in this question – you are deemed the 'competent person')
- Set up emergency procedures  
Provide clear information and training to employees
- Work together with other employers sharing the same work place

More specifically

- Look for hazards
- Decide who might be harmed and how
- Evaluate risks and decide if more needs to be done.
- Record your findings
- Review your assessment and revise periodically if necessary [8]

#### Q4

a.

- (i) Examples of the sort of activity would include: learning in depth about developments in a technical field, learning about new specialist areas, the taking on of management responsibility, publication of books or articles, development of project management skills and/or financial management skills, establishment of quality control systems, etc. [3]
- (ii) Evidential records such certificates of attendance at advanced training courses, publications, internal reports, reports for clients, evidence of achievement in, say, the management of significant projects. I.e. a portfolio of evidence, perhaps put together under the auspices of a suitable mentor [2].
- (iii) Application with above evidence. Interview [2].

b.

- (i) Definitions: Statements that clarify and assist in interpretation of later parts of the contract. [2]
- (ii) Assignments: States whether the subject of the contract can be transferred or assigned (sold) to another party. [2]
- (iii) Termination: Describes under what circumstance the contract can be terminated by either party, or in the event of a breach. Termination should allow a breaching party an opportunity to make amends. [2]
- (iv) Confidentiality: States the supplier's duty not to divulge any confidential information concerning the client's business. [2]

c.

He will only be held responsible in the event of him being negligent in how he goes about designing and testing the circuit. As long as Karl considers himself fully qualified in the matter in hand (Rule 5 of the Professional rules of conduct), and he does a competent job taking all reasonable precautions in view of the context of the use of the device (Rule 2 of Professional rules of conduct), he could be said to be doing a professional job and he should not be in danger of being sued for negligence. [3]

d.

As an independent consultant, he should consider taking out professional liability insurance. [2]