

## SOLUTIONS FOR EEE222OR Resit 2012/13

### Q1.

(a)

- (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) AutoLoans must be registered with the Commissioner. [1]  
It must ensure that DBC Associates has adequate security measures in place. [1]  
It must comply with the data protection principles (some discussion of these is required). [1]
  - (iv) DBC Associates must also be registered with the commissioner. [1]  
Both DBC Associates and AutoLoans must indicate that data is being transferred between them. [1]  
If DBC Associates 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 her. [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]
- (b) AutoLoans could be deemed to be providing a service, which it must do with reasonable care (Supply of Goods and Services Act 1982). They were required to check the output provided by DBC Associates. Mrs. Hill could have an action in negligence against the agency and software company, although the latter may be too remote. The DPA also allows for compensation if data subjects have been harmed by data processing. [3]
- (c) Any two from: Political Opinions, Sex Life, Racial or Ethnic Origin, Religious Beliefs, Physical/Mental Health, whether she is a member of a trade union [2]  
The main distinction in processing sensitive data is that the data subject must have given explicit consent (though exceptions do exist) [1]

**Q2.**

**(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 with respect to 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]

**Q3.**

**(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 Andrew 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]

#### Q4.

##### (a)

- (i) 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].
- (ii) Abstract [1], specification and diagrams (if appropriate) [1], claims (ordered series of statements clarifying significant steps of specification) [1].
- (iii) 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].

##### (b)

- (i) There will almost certainly be a confidentiality clause prohibiting him from disclosing work that he has done at DAR to any other party, especially a competitor such as DSS.  
There may a clause requiring him to relinquish or destroy all materials related to his work when he leaves employment with DSS.  
There may a clause prohibiting Henry from working in a related field for a certain period of time after finishing his employment with DAR.  
There could even be a clause relating to him not moving on to work for a specific competitor such as DSS [2].
- (ii) This advice would certainly minimize any risk of breaching confidentiality. It would be professionally unethical to use his move to DSS to breach confidentiality of work he did at DAR (a sort of legal business espionage). Since using the data would be ethically and legally questionable, there can be no justification for not deleting it [2].
- (iii) Not as long as he respects his duty of confidentiality to DAR. In the circumstances, this may be too difficult to achieve realistically, in which case the ethical route would be to decline the offer. He should certainly make it clear to DSS that he cannot steal IP generated during his employment with DAR (which at present he seems to plan to do!) [3].
- (iv) The law of confidentiality suggests information can have an implied 'quality of confidence'. As a professional working for any company, a court would hold that that professional was in a position of trust with respect to know-know and other confidential information, irrespective of the non-existence of a formal contract to that effect [2].
- (v) There must be a balance struck between the interests of employers and the ability of employees to move jobs. A prohibitively restrictive employment contract (eg. disallowing Henry to ever work for a competitor), would hinder the proper function of the free market in labour [2].