

# COM6655 Professional Issues

## Autumn 2021-22

### Week 7 Tutorial

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### Question 1 (mean=9.68)

The term 'common law' has several different meanings. Which of the following is **not** a meaning of the term 'common law'?

- The body of law as made by judges through the determination of cases.
- A legal system that is based on that of England.
- The system of law that emerged following the Norman Conquest of 1066.
- Laws enacted by Parliament.

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SLIDE 2

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SLIDE 3

### Question 2 (mean=8.82)

Kevin is employed by a software development company called MegaProgs Ltd. A retail organisation known as SellBig Ltd asked MegaProgs to write some computer software to handle SellBig's financial accounts, and paid MegaProgs a fee of £95,000 for the work. All the work was carried out by Kevin at SellBig's premises and on SellBig's computer during a period of 9 months. Kevin was paid an hourly rate (£18 per hour) by MegaProgs for his work on the project. There is nothing in writing to say who owns the copyright subsisting in the computer software and there is no written assignment of copyright. There is no agreement between Kevin and MegaProgs regarding copyright ownership.

Which one of the following **most accurately** describes the position as regards ownership of copyright in the computer program under UK law?

- SellBig Ltd own the copyright in the software because it paid for it to be written and there was no agreement to the contrary
- SellBig and MegaProgs are joint owners of the copyright. This will enable SellBig to continue to use the software and both SellBig and MegaProgs to licence the software to third parties.
- Kevin owns the copyright as he created the software. His employer, MegaProgs Ltd, do not have a claim in copyright because Kevin created the software at SellBig's premises and using SellBig's equipment.
- As there was no formal assignment of copyright, MegaProgs owns the copyright because Kevin created the software as an employee in the course of his employment. However, a court is likely to hold that SellBig has an implied licence to continue to use it.

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SLIDE 4

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## Question 3 (mean=5.17)

Jane is the computer systems administrator for a company called Polaris Ltd. Running on that computer system is a program that automatically generates sales reports at the same time each day. The program was written by a freelance programmer, who is called Heidi. The reports are printed out by a laser printer. It is the responsibility of an employee called Mike to keep the printer supplied with paper.

Which of the following is the author of reports generated by the computer system, under UK law?

- Polaris Ltd
- Heidi
- Mike
- Jane

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Which of the following is the author of reports generated by the computer system, under UK law?

- Polaris Ltd
- Heidi
- Mike
- **Jane**

The **author** of a computer-generated work is the person *by whom the arrangements necessary for the creation of the work are undertaken*.

## Question 4 (mean=7.50)

In UK law, which of the following acts infringes the copyright in a computer program if done without the copyright owner's permission?

You may select more than one answer; incorrect answers are negatively marked.

- Making a back-up copy of a computer program by a lawful user of it, if it is necessary for the purposes of his/her lawful use to have a back-up copy of it.
- Correcting errors in a computer program by a lawful user of it, unless this is prohibited by the copyright owner.
- Observing, studying or testing the operation of a computer program by a lawful user of it, to determine the ideas and principles underlying the program.
- Decompilation of a computer program by a lawful user of it, in order to develop a competing product.
- Running a computer program.

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- Observing, studying or testing the operation of a computer program by a lawful user of it, to determine the ideas and principles underlying the program.
- **Decompilation of a computer program by a lawful user of it, in order to develop a competing product.**
- **Running a computer program.**

## Question 5 (mean=9.14)

Match the following legal terms to their meaning.

- Right - A liberty relating to a person that is protected by the law
- Liability - When one person owes a duty or an obligation to another
- Property - Something that is the subject of rights
- Ownership - When a person has exclusive control over property
- Possession - When a person has physical control of property, and visibly has intent to exercise control

## Question 6 (mean=8.43)

Which of the following legal principles were **not** a consideration in the case of Donoghue vs. Stevenson (1932)?

You may select more than one answer; incorrect answers are negatively marked.

- Remoteness
- Negligence
- Duty of care
- Mens rea
- Intoxication

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- Negligence
- Duty of care
- **Mens rea**
- **Intoxication**

## Question 7 (mean=9.02)

Match the following terms in a contract for supply of software to their definitions

- Escrow - A form of insurance/guarantee should the software supplier go out of business
- Liquidated damages - Financial compensation for late delivery, which are proportional to the delay
- Indemnity - A term preventing legal action against the customer, should the software house have infringed the intellectual property of a third party
- Scope - Explains whether or not the software can be run on all hardware within the customer's business, and in all parts of their business
- Transferral - Explains whether the customer can sell the software licence to another person

## Question 8 (mean=8.04)

Which of the following pieces of legislation is relevant to liability for defective software, in the case where the software was purchased by digital download?

- Copyright, Designs and Patents Act (1988)
- Consumer Protection Act (1987)
- Supply of Goods and Services Act (1982)
- Consumer Rights Act (2015)
- None of the above

## Question 8 (mean=8.04)

Which of the following pieces of legislation is relevant to liability for defective software, in the case where the software was purchased by digital download?

- Copyright, Designs and Patents Act (1988)
- Consumer Protection Act (1987)
- Supply of Goods and Services Act (1982)
- **Consumer Rights Act (2015)**
- None of the above

## Comments

- This was a simple (I think) mid-term test, the main function of which was to encourage you to keep up with the material and assess your own understanding
- The lectures are important – the worst performance here was for a question in which the answer was given in a lecture (but not in the notes)
- The final exam will be more challenging of course, and based around scenario questions (more like qu. 2 and 3)
- Final exam will be short written answers, not multiple choice
- We'll run through a sample exam question in a later tutorial

# Q&A