

## **carcinogen in cosmetics**

I have an obligation of fidelity to public needs (77.1.ii), in this case to ensure that the public that uses this cosmetic is aware of the ingredients, particularly the public welfare (safety and health in this case) (77.2.i) that this secret ingredient causes cancer. On the other hand, I owe my employer a duty of confidentiality not to reveal information I've learned about its business/processes (77.3). My obligation to the public welfare in this case, however, is "paramount" (77.2.i).

Since I am aware of a situation that I believe would endanger the public welfare (for the reasons noted above), I must act to correct or report the situation, and if I don't that is professional misconduct on my part (72.2.c).

I should first have meaningful communications with my employer – this not only shows fairness (77.1.i) and loyalty to my employer (77.3), but also, if the employer is willing to take all the necessary steps – here – recalling the product, telling the public about that carcinogenic ingredient, and turning themselves in to authorities about the illegal activity – then I will have met all my ethical obligations, including confidentiality, by keeping the matter 'in-house'.

If there is a stand-off (i.e., the employer is not willing to comply) then I must report the matter to the Office of the Registrar of the PEO – they have experience dealing with these matters, can act as a sounding board, perhaps can facilitate discussions with my employer about these professional obligations I have under the law, and can assist me in formulating a plan-of-action, which in this case would include notifying the relevant authorities about the illegal activity.

## **D.U.Plicitous**

The central issue here is conflict of interest, which means when someone has an interest, direct or indirect, that could be seen as influencing their neutrality (in making a decision).

Here, the fact that DUP is married to the president of a company who is planning to bid on the project for the municipality could certainly be seen to influence his neutrality, and to favour his spouse's company, ABC.

DUP has an obligation to avoid or disclose this conflict of interest to his employer, the municipality (77.3) This disclosure should have been prompt (before the bidding process here started), voluntary and complete. Since DUP did not provide that disclosure, he is guilty of professional misconduct (72.2.i).

The issues do not end with the simple conflict of interest, however.

DUP has not simply participated in the process, but also specifically changed the scoring formula in a way that specifically seems designed to favour ABC (as a local bidder). This

is both unfair to the employer (77.1.i), who wants the \*best\* bidder (not the bidder who DUP likes or prefers) and shows a complete lack of professional integrity (77.1.iii).

Further, DUP's comments about XYZ seem questionable, given all that has happened. If untrue, DUP may be seen to have breached the Code of Ethics by maliciously injuring XYZ's reputation (77.7.iii). Certainly, it is questionable whether the statements by DUP are fair and balanced (77.2.ii) and whether DUP genuinely believes them to be true (77.2.iii).

For all the foregoing reasons, DUP's actions, aside from being professional misconduct (as being an undisclosed conflict of interest, would likely also be considered, in the circumstances, as disgraceful and unprofessional, and therefore, separately and in sum, professional misconduct (72.2.j).

### **golf-practice-aid extra work**

(a) By licences and authorizations, I am presuming this means that I have a certificate of authorization (required to offer engineering services to the public in my own name – in this case, my friend's company).

When considering moonlighting in this regard, I owe two obligations to my main employer: first, I have to satisfy myself that my extra work will not conflict with my obligations to my main employer (e.g., not taking on too much work so that I'm not effective in my day-to-day job, or taking on a type of work that would conflict with my employer), and if satisfied, I must tell my employer of the additional work (77.5).

Although my friend and I have no doubt talked, I must inform him, in writing, of my status as a full time employee and any resulting limitations on the work I could provide for him/his company (77.5).

My failure to provide prompt, voluntary, and complete disclosure, to both those parties in this case, would have been considered professional misconduct (72.2.i.5).

(b) I should not. Although the COE encourages the exchange of information and ideas (77.7.v), this obligation is not absolute, and must be read in keeping with my key obligation of confidentiality to my employer about this sensitive intellectual property (77.3). By revealing information that has not been protected yet (through the patent process), I would be seriously undermining those rights, and accordingly, would not have taken steps to reasonably safeguard my employers property (intellectual property here) while doing that extra work for my friend's company – this would be professional misconduct (72.2.b), and could, in a different understanding of professional misconduct, be seen as dishonourable and disgraceful in the circumstances (72.2.j).

(c) This section indicates that something that is SOLELY a breach of the COE is not professional misconduct. However, as noted in (b), above, my actions in revealing that information would not solely be a breach of the COE, but would also be considered professional misconduct under the particular sub-sections mentioned in (b).

### **Mu/Rho/City (5% voluntary hypothetical)**

Mu had obligations of fairness and loyalty to Rho (77.1.i) and also a responsibility to act with professional integrity (77.1.iii). Mu fell short in both of those regards when doing a careless job on the initial inspection. The initial report itself was not (as it turned out) fair or accurate (77.2.ii), nor could Mu honestly believe the conclusions made in the report, since they were made on insufficient information (77.2.iii). Mu showed a lack of faithfulness for Rho's needs here (as a member of the public, expecting a proper report to be completed) (77.1.ii), and in being careless in addressing the City's concerns, showed a lack of regard for Rho's welfare (given the bad structural state of the house) (77.2.i).

Mu was disrespectful in not replying promptly to the City's first letter, and was therefore acting unfairly (77.1.i), and with a lack of courtesy and good faith to the City, if it were other practitioners at the City who issued the letter and were expecting a response (77.7.i). If the safety of ongoing municipal housing issues were viewed as a 'project' and the City were viewed as 'professionals', then Mu showed a complete lack of cooperation in his/her actions (77.6).

Mu's carelessness in the initial inspection fell far short of what a prudent practitioner would have done instead, and therefore Mu has been negligent in these circumstances, as defined in the DOPM (72.1) and therefore is guilty of professional misconduct (72.2.a). Further, by not preparing an acceptable report, and leading Rho to believe there are no problems with the home, when in fact, it may collapse), Mu hasn't taken reasonable steps to safeguarded either Rho's property or health as they are affected immediately by the positive (but wrong) report that Mu prepared - this is separately seen as professional misconduct (72.2.b). Finally, Mu's actions throughout - the poor inspection, ignoring the City, not keeping in touch with Rho, could in the circumstances, be seen as disgraceful and unprofessional and therefore also professional misconduct (72.2.j).