


<p><b>PROFEX SZAKNYELVI VIZSGA</b></p> <p><b>B2 (középfok) – angol nyelv</b>  <b>Írásbeli</b>  <b>Olvasáskészség</b></p>		<p><b>vizsgáló sorszáma:</b></p> <p style="text-align: center;">□ □ □ □</p> <p><b>MINTATESZT</b></p>
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*Olvassa el a két szöveget és az olvasott szöveg alapján oldja meg a két feladatlapot.*

*Elérhető pontszám: 20 pont.*

*Figyelem! A vizsga akkor lehet sikeres, ha a vizsgáló részegységenként legalább 40%-ot teljesít.*

*Végső megoldásként csak a tintával írt változatot fogadjuk el.*

*Kérjük, hogy jól gondolja meg a választát, mivel bármilyen válaszmódosítás esetén válasza érvénytelen.*

Összpontszám: 20-.....=.....

Vizsgahely fővizsgáztató aláírása:


*1. szöveg*

**Negligence, false imprisonment and the protection of reputation**

With strict liability for injury to reputation under the tort of defamation, it might be thought that there is no role for negligence to play in relation to reputation but the case of *Spring v Guardian Assurance* (1994) proves otherwise. Guardian had provided a reference on Spring, an ex-employee, to another insurance firm. The reference stated that Spring had acted dishonestly. Spring did not get the job but learnt of the reference and sued Guardian for loss of chance of employment. At trial it was found that Spring had merely been incompetent and that Guardian had acted negligently in stating that he was dishonest. As Guardian had not acted maliciously in providing the reference, it was protected from liability in defamation by the defence of qualified privilege. Hence, Spring based his claim in negligence. The Court of Appeal held that no duty of care was owed by Guardian to Spring on the policy ground that any liability in negligence would undermine the defence to defamation provided by qualified privilege. The House of Lords reversed the decision arguing that liability in negligence was quite different from that in defamation as it required the proof of careless conduct and some damage such as a loss of a job. The restricted scope of negligence liability meant that it could not be said to undermine the principles of defamation which balanced strict liability with defences such as qualified privilege.

Being detained for committing a criminal offence will inevitably have a most damaging effect on a person's reputation. If that detention is wrongful, there is a special tort which provides a remedy, the tort of false imprisonment. An example of the kind of situation which can lead to liability is provided by *Davidson v Chief Constable of North Wales* (1994). A store detective thought that the plaintiff had stolen a cassette from the store. He called the police and they arrested the plaintiff and detained her at the police station until the store telephoned to say that a mistake had been made and the cassette had not been stolen. The police were not liable for false imprisonment because they are entitled to arrest and detain an individual where there were reasonable grounds to suspect that a crime had been committed. Neither was the detective liable as he had not personally detained the plaintiff. But if he had detained the plaintiff prior to the police arriving, he would have been liable because ordinary citizens, such as store detectives, can only arrest where a crime has actually taken place. In fact, the majority of false imprisonment claims are brought against the police on the ground that they have detained without arresting or arrested without having proper grounds.

*Forrás: Dugdale, Furmston, Jones & Sherrin: 'A' Level Law, pp.434-435*

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*I. I. Karikázza be az egyedüli helyes állítás betűjelét a szöveg alapján! Elérhető pontszám: 4 pont*

- 1/ A. Negligence has nothing to do with reputation.  
B. The case of Spring v Guardian sets an example that reputation can be negligently damaged.  
C. Strict liability is connected to negligence under the law of tort.  
D. Spring v Guardian is a case concerned with strict liability.
  
- 2/ A. Spring did not get the job because he was dishonest.  
B. Spring new about the reference and that is why he was not given the job.  
C. Guardian was dishonest in providing the reference.  
D The reference about Spring was not a proper one.
  
- 3/ A. The Court of Appeal and the House of Lords had different opinion on the case.  
B. The House of Lords reversed the defences of Spring.  
C. The Court of appeal did not agree with the decision of the House of Lords.  
D. The reversed decision was based on defamation.
  
- 4/ A. In this case nobody but Davidson was liable.  
B. The store detective acted in compliance with the law.  
C. The police detention was based on reasonable grounds.  
D. The police had no proper grounds to detain Davidson.

*II. Egészítse ki az alábbi mondatokat a szöveg alapján **egyetlen** odaillő szóval!*

*Elérhető pontszám: 6 pont*

Even if otherwise thought, negligence has a role with regard to \_\_\_\_\_ (1). The case concerns Spring, about whom \_\_\_\_\_ (2) was given by Guardian. As a consequence of this, Spring was not employed by the insurance firm, that is why Spring \_\_\_\_\_ (3) his previous employer. The court \_\_\_\_\_ (4) that Guardian had \_\_\_\_\_ (5) stated that he had been dishonest, nevertheless by the defence of qualified privilege it did not commit \_\_\_\_\_ (6).

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## 2. szöveg

### **Preliminary Agreement for a Start-up Community School Located within the State of Ohio**

This preliminary agreement (the “Preliminary Agreement”) is intended to confirm the tentative understandings that have been reached by The Thomas B. Fordham Foundation (the “PROSPECTIVE SPONSOR”) and the Governing Authority regarding sponsorship of the proposed school, (the “Community School”) by the PROSPECTIVE SPONSOR.

This Preliminary Agreement is an expression of intent only, and does not set forth all of the matters upon which agreement must be reached in order for the prospective sponsorship relationship to be consummated. The respective rights and obligations of the PROSPECTIVE SPONSOR and DEVELOPER remain to be defined in the definitive community school contract (the “Community School Contract”) and related documents (the terms and provisions of which will be subject to approval by the PROSPECTIVE SPONSOR and DEVELOPER), and the parties do not intend to be legally bound or otherwise to incur any obligations with respect to the proposed sponsorship arrangement until such time (if ever) as the Community School Contract is executed and delivered.

#### Article I.


This agreement is established pursuant to section 3314.02 of the Ohio Revised Code and indicates the intention of the PROSPECTIVE SPONSOR to enter negotiations with the DEVELOPER that might culminate in the PROSPECTIVE SPONSOR signing a Community School Contract with the DEVELOPER for a new start-up community school to be located within the School District.

#### Article II.

The PROSPECTIVE SPONSOR hereby agrees to enter into good faith negotiations with the DEVELOPER to open a Community School consistent with the information provided to the PROSPECTIVE SPONSOR by the DEVELOPER. In accordance with section 3314.03 of the Ohio Revised Code, the PROSPECTIVE SPONSOR will negotiate with the DEVELOPER to reach agreement on a Community School Contract. Nothing in this Preliminary Agreement should be construed to obligate the PROSPECTIVE SPONSOR to sponsor the proposed school, only to negotiate with the DEVELOPER in good faith.

#### Article III.

The DEVELOPER hereby agrees to finalize plans for the Community School as required under the Ohio Revised Code (the “Revised Code”) and as might be required by the PROSPECTIVE SPONSOR. These plans include, but are not limited to (i) establishing the community school as a non-profit corporation under Chapter 1702 of the Revised Code; (ii) establishing a governing authority for the school; (iii) developing by-laws and governance structure for the proposed community school; (iv) developing a detailed five-year financial plan for the proposed community school; and (v) developing a complete academic plan for the proposed community

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school. The DEVELOPER shall comply with all the provisions of Chapter 3314 of the Revised Code in carrying out this Preliminary Agreement.

In carrying out this Preliminary Agreement, the DEVELOPER shall not discriminate against any employee or applicant for employment because of race, colour, religion, national origin, sex, age or disability in employment.

Article IV.

This Preliminary Agreement is binding upon both parties upon execution by the DEVELOPER and shall remain in effect for one hundred eighty (180) days subject to cancellation of this Preliminary Agreement as described hereunder in Article VIII. If the Preliminary Agreement has expired prior to the parties reaching agreement on a Community School Contract, a successor agreement may be entered into at the discretion of both parties. Upon the expiration of this Preliminary Agreement, there is no obligation for either party to enter into a successor agreement.

Article V.

The Preliminary Agreement shall be governed and interpreted according to the laws of the State of Ohio.

Article VI.

Neither this Preliminary Agreement, nor any rights, duties, or obligations described herein shall be assigned by any party hereto without prior written consent of the PROSPECTIVE SPONSOR and the DEVELOPER.

Article VII.

The Preliminary Agreement constitutes the entire agreement among the parties and any changes or modifications to this Preliminary Agreement shall be made and agreed to in writing.

Article VIII.


The PROSPECTIVE SPONSOR reserves the right to cancel this Preliminary Agreement upon written notice to the DEVELOPER at any time.

Article IX.

This Preliminary Agreement shall not be construed as the PROSPECTIVE SPONSOR'S commitment or agreement to sponsor the new start-up community school proposed by the DEVELOPER, nor does this Preliminary Agreement obligate the PROSPECTIVE SPONSOR to enter into a Community School Contract with the DEVELOPER to sponsor a new start-up community school at any future date.

*<http://edexcellencemedia.net/Ohio/Sponsorship/Sample%20Docs/Fordham%20Foundation%20Preliminary%20Agreement.pdf>*

*Letöltés időpontja: 2014. 05. 15.*

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*I. Írja a fenti szövegből vett bekezdések mellé a megfelelő bekezdéscím betűjelét! Két bekezdéscímet nem kell felhasználnia!*

*Elérhető pontszám: 4 pont*

1) Article I _____	A) Cancellation of Agreement
2) Article II _____	B) Assignment
3) Article VI _____	C) Purpose
4) Article VIII _____	D) Changes or Modifications
	E) Responsibilities of the PROSPECTIVE SPONSOR
	F) Time for Performance

*II. Egészítse ki az alábbi mondatokat a szöveg alapján legfeljebb **három** szóval!*

*Elérhető pontszám: 6 pont*

The Preliminary Agreement as a \_\_\_\_\_ (1) was entered into by the PROSPECTIVE SPONSOR and the DEVELOPER and it is merely the expression of \_\_\_\_\_ (2) and not a detailed agreement. The PROSPECTIVE SPONSOR and the DEVELOPER will approve of the \_\_\_\_\_ (3) of the contract. The parties are \_\_\_\_\_ (4) until the execution and the delivery of the contract. Before signing the contract the parties pursue \_\_\_\_\_ (5) on establishing a \_\_\_\_\_ (6)