

Name:	
Enrolment No:	

**UNIVERSITY OF PETROLEUM AND ENERGY STUDIES**

**End Semester Examination, May, 2019**

**Course: IPR Transaction and Litigation**

**Semester: II**

**Programme: LLM (Law & Technology)**

**Course Code:CLLT 7010**

**Time: 03 hrs.**

**Max. Marks: 100**

**Instructions:**

**SECTION A**

**Note: Attempt all Questions. All Questions carry equal marks.**

**Max 10 marks**

		<b>Marks</b>	<b>CO</b>
Q 1	Write short notes on:		
	a. Bolar exemption	2	CO 2
	b. Boilerplate clauses	2	CO 1
	c. Sub-licensing	2	CO 1
	d. Grant back clause	2	CO 2
	e. Anton pillor order	2	CO 3

**SECTION B**

**Note: Attempt all Questions:**

**Max 20 marks**

Q 2	Enlist and explain features of basic <i>warranties</i> to be incorporated in an IP licensing agreement.	10	CO 1
Q 3	Write a critical note on remedies available for trademark infringement of a registered trademark under the TradeMarks Act 1999.	10	CO 3

**SECTION-C**

**Note: Attempt any two Questions out of following three.**

**Max 20 marks**

Q 4	Analyse the issues lying at the interface of Patents Act and competition law in light of the Standard Essential Patents cases in India.	10	CO 1
Q 5	Explain the remedies available under Intellectual Property Rights (Imported Goods) Enforcement Rules in light of 2018 amendments.	10	CO 3
Q 6	What are the functions of copyright societies under the Copyright Act? Discuss case law related to the validity of tariff scheme to be framed and published by Copyright Societies.	10	CO 2

**SECTION-D**

**Note: Attempt all Questions.**

**Max 50 marks**

Q 7	Techpaints Ltd., Mumbai, India (the "Discloser") represents that it has certain information relating to a method for coating microscopic components (the "Information "). Taiko constructions from Japan (the "Receiver") desires to receive and/or use the Information for the specific purpose of deciding whether or not to acquire license or other rights to the Information (the "Purpose"). You have to advise and draft following preliminary agreements for the Techpaints:	30	CO 3
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	a. Confidentiality agreement b. Standstill agreement		
Q 8	Critically analyse the issues and decision of the Delhi High Court in <i>The Chancellor, Masters &amp; Scholars Of University Of Oxford &amp; Ors v. Rameshwari Photocopy Services &amp; Ors</i>	<b>20</b>	<b>CO 3</b>

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<b>Time: 03 hrs.</b>	<b>Max. Marks: 100</b>
<b>Instructions:</b>	

**SECTION A**

**Note: Attempt all Questions. All Questions carry equal marks.** **Max 10 marks**

S. No.	Question	Marks	CO
Q 1	Write short notes on:		
	a. Mareva injunction	2	CO 3
	b. Sole license	2	CO 1
	c. Differentiate between exclusive license and assignment	2	CO 1
	d. Copyleft	2	CO 1
	e. Personality Merchandising	2	CO 2

**SECTION B**

**Note: Attempt all Questions:** **Max 20 marks**

Q 2	Write short note on Digital Rights Management with respect to Copyright Act in India.	10	CO 2
Q 3	What can be possible approaches related to fees, payment and royalties in case of patent licensing agreement? Give illustrations from different sectors.	10	CO 2

**SECTION-C**

**Note: Attempt any two Questions out of following three.** **Max 20 marks**

Q 4	What will amount to generic disparagement under India Trademarks protection law? Cite relevant case laws.	10	CO 3
Q 5	What are defenses available in a patent infringement cases in India? Analyse and discuss with relevant case laws.	10	CO 3
Q 6	Discuss statutory licensing provisions under the Indian Copyright Act.	10	CO 1

**SECTION-D**

**Note: Attempt all Questions.** **Max 50 marks**

Q 7	<p>Company 'X' is an international technology firm which is financing by way of 50% seed fund for establishment of a R&amp;D &amp; incubation center in Dehradun University (a public university in India). Answer the following:</p> <p>a. Please suggest the university the list of options for designing the IP licensing agreement related to protection and ownership of future IP from that R&amp;D centre. Give advantages and disadvantages of each option.</p>	30	CO 2
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	<p>b. List the options and identify the best option for protecting and owning future IP in case of a university spinout start-up of the students, professors and researchers in that R&amp;D centre of university. Write specific IP clause(s) in this regard.</p>		
Q 8	<p>You have to advise as a trademarks transaction specialist. Draft a standard franchising agreement for a top fast food restaurant chain especially keeping in mind the following provisions: quality control, regulatory compliance, non-compete clause, infringement, termination and its consequences.</p>	<b>20</b>	<b>CO 3</b>