

Name:	 UPES UNIVERSITY WITH A PURPOSE
Enrolment No:	

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
End Semester Examination, December 2019

Course: Trade Secret and Technology Transfer	Semester: XI
Program: B.TECH ET LLB IPR	Time: 03 hrs.
Course Code: LLBL 652	Max. Marks: 100

Instructions:

SECTION A

S. No.	Write short note on the followings:	Marks	CO
Q1	Inevitable disclosure under trade secret	2	CO1
Q2	Differentiate between open exclusive license and exclusive license.	2	CO1
Q3	Interphase between IPR and competition law	2	CO1
Q4	Safe harbor under Block exemption	2	CO1
Q5	Consumer demand test	2	CO1

SECTION B

Q6	Differentiate between Vertical and Horizontal Technology Transfer with the help of suitable examples.	10	C02
Q7	Explain the process of University- Industry Technology Transfer. Explain the importance and process under the BAYH DOLE Act ?	10	C01

SECTION C

Q8	Does competition law apply to the obtainment or grant and transfer or assignment of intellectual property rights? Which authorities are responsible for the application of competition law to intellectual property rights in India? What enforcement powers do they have? Discuss with the help of relevant case law.	10	C03
Q9	IPR grants exclusive rights in the form of patent protection. Does such protection help or hinder technology transfer? Explain your answer in detail.	10	C01

SECTION D

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Q10	<p>Dr. Paresh, a freelance chemical consultant with an extensive knowledge of the mineral processing art, discovered a process for utilizing a previously known chemical reaction for the purpose of reducing sulfur dioxide emissions during the refining of copper sulfide minerals. He assigned his rights to the invention to a newly formed ABS Limited, in exchange for a parcel of shares in the company. ABS agreed, in a separate agreement, to repurchase the shares for Rs. 10,000 in two years time if Dr. Paresh wished to relinquish them at the time. ABS filed patent applications covering the invention in the countries where ABS considered the process most likely to be used. These countries also granted trade mark protection for CuprOz®. which was the name used when referring to the process. Mr. McKenzie, the Managing Director of ABS, met Dr. Washington at a recent Conference of the Licensing Executives Society during a visit to the Zyee State and mentioned to him the work done by Dr. Paresh. Dr. Washington expressed interest in the invention and mentioned that he was Licensing Director for Sam Inc. an American copper producer with about 20% of the Zyee market. He asked Mr. McKenzie to let him have further details of the process. Following an exchange of facsimile messages, the parties ascertained that, it was in fact mutually more convenient to meet in Town and, in view of the time constraints, parties proposed the following agenda:</p> <ol style="list-style-type: none"> a. Review of the merits of the CuprOz, process. b. The possibility of the parties entering into a license agreement and the terms thereof, including: (a) Definition of what is to be licensed; (b) Whether exclusive/non-exclusive, with/without sub-license rights, territory to be covered; and (c) Continuous technical assistance by Ocker c. If mutually agreeable terms can be reached, the financial arrangements which will apply, including: (a) Form and timing of payments, e.g. • Down payment and royalty; • Fully paid-up license; and (b) Other relevant financial consideration. <p>On the basis of the above, draft the license agreement for McKenzie and Dr. Washington.</p>	25	C03
Q11	Explain the approach of Organization for economic co-operation and development (OECD) in the role performed by Technology Transfer Officers.	15	C04
Q12	Explain the interphase between intellectual property law and competition law.	10	CO4