


Name:			
Enrolment No:			
UNIVERSITY OF PETROLEUM AND ENERGY STUDIES End Semester Examination, December 2022			
Course: IP Management and Technology Transfer Program: BSc. LL.B. Course Code: CLBS 5005		Semester: IX Time : 03 hrs. Max. Marks: 100	
Instructions: All questions are compulsory.			
SECTION A (5Qx2M=10Marks)			
S. No.	Write a short note on:	Marks	CO
Q1.	Cross-licensing	2	CO1
Q2.	Grant back clause	2	CO1
Q3.	Digital Rights Management measures	2	CO1
Q4.	Sole License	2	CO1
Q5.	Role of WIPO Green	2	CO1
SECTION B (4Qx5M= 20 Marks)			
Q6.	What do you understand by Merchandising? Discuss critical factors to be taken into account for Merchandising agreements.	5	CO2
Q7.	Discuss the role of non-disclosure agreements in negotiating intellectual property licensing contracts.	5	CO2
Q8.	Analyse role of Music Synchronization License in digital social media platforms.	5	CO2
Q9.	Discuss the challenges in successful technology transfer for companies present in different countries.	5	CO2
SECTION-C (2Qx10M=20 Marks)			
Q10.	Discuss the importance of the Trademark law in Franchising agreements. Demonstrate the application of legal provisions in ensuing quality control in franchising agreements.	10	CO3
Q11.	Explain different phases of transfer of technology. Critically analyse the role of intellectual property related know how in effective transfer of technology. Provide suitable examples.	10	CO3
SECTION-D (50 Marks)			

Q12.	<p>MetZ Ltd., Pune, China (the "Discloser") represents that it has certain patented information and know-how relating to a method for better and strong glass manufacturing (the "Information "). Taiko constructions from India (the "Receiver") desires to receive and/or use the Information for the specific purpose of deciding whether or not to acquire patent license or other rights to the Information (the "Purpose"). Taiko constructions would like to see whether this technology can also be used in Kenya (one of their new construction sites) so that it can develop this technology further and put it on a commercial scale in the market. Taiko constructions will experiment this new technology in Kenya and might develop it further within a timeframe of two years. MetZ is also keen to explore this collaboration and wants that its technology is put to best use so that it can be commercialized. You have to advise and draft following preliminary/main agreements keeping in view their rights and duties under the Indian Law. You can provide multiple options to the clients, if available, so that they can later finalise the agreement with best suited option:</p> <ul style="list-style-type: none"> a. As an advisor for MetZ, list and briefly discuss key heads of the non-disclosure agreement. b. As an advisor for MetZ and Taiko constructions, list and briefly discuss key heads of the standstill agreement. c. As an advisor for MetZ, list and briefly discuss key heads of a Research agreement for joint collaboration and transfer of technology. 	<p style="text-align: center;">10</p> <p style="text-align: center;">10</p> <p style="text-align: center;">15</p>	CO4
Q13.	<p>Critically analyse the approaches towards industry university collaboration for research collaboration and technology commercialization.</p>	15	CO4