

**GUJARAT NATIONAL LAW UNIVERSITY
GANDHINAGAR**

Course: **Transfer of Technology and IPR Litigation**
Semester- II (Batch: 2023-24)

End Semester Examination: April 2024 (LL M)

Date: 23rd April, 2024

Duration: 3 hours

Max. Marks: 50

Instructions:

- Read the questions properly and write the answers in the given answer book.
- Do not write anything on the question paper.
- The respective marks for each question are indicated in-line.
- Indicate correct question numbers in front of the answer.
- No questions or clarification can be sought during the exam period, answer as it is, giving reason, if any.

Part: A		Marks
(Answer any three)		
Q.1	How do the case studies featured in the WIPO IP Advantage database, which highlight the experiences of inventors, creators, entrepreneurs, and researchers from various regions, contribute to our understanding of the real-world applications and impacts of intellectual property in technology transfer? Provide an overview of four case studies involving the transfer of patented technology, emphasizing the insights they offer into the role of IP in fostering development and successful exploitation of innovations.	(10)
Q.2	Illustrate how the Material Transfer Agreement (MTA) facilitates the exchange of materials while addressing intellectual property rights, confidentiality, and research goals. Examine the challenges and benefits associated with the utilization of MTAs in fostering international cooperation and innovation across academic and industrial sectors.	(10)
Q.3	Consider the following situation and answer appropriately: M/s TechSolutions, a leading technology company, has developed a groundbreaking algorithm for autonomous vehicles, capable of significantly improving road safety and efficiency. Recognizing the potential of this technology, TechSolutions enters into a transfer of technology licensing agreement with DriveTech, a smaller automotive manufacturer specializing in electric vehicles. Under the terms of the agreement, DriveTech gains access to TechSolutions' patented algorithm for integration into its electric vehicles. In return, DriveTech agrees to pay a licensing fee to TechSolutions for each vehicle sold incorporating the algorithm. Additionally, TechSolutions provides technical support to DriveTech to ensure the successful implementation of the technology. TechSolutions begins leveraging its global position and imposes restrictive clauses preventing competitors from accessing similar AI technologies, undercutting rivals to drive them out of the market. Analyze the national and international regulatory framework and competition law implications of the transfer of technology licensing agreement between TechSolutions and DriveTech.	(10)
Q.4	Consider the following situation and answer appropriately: TechGen Inc., a leading software development company, has developed an innovative software solution called "SmartAI," which revolutionizes data analysis processes for businesses. Recognizing the potential of SmartAI, TechGen decides to license the	(10)

technology to InnovateTech Co., a rising technology firm specializing in data analytics services.

InnovateTech Co. aims to integrate SmartAI into its existing suite of data analytics tools to enhance its offerings and gain a competitive edge in the market. After negotiations, both parties agree to enter into a Transfer of Technology License Agreement (TTLA) to formalize the technology transfer.

As part of the TTLA, TechGen Inc. is to grant InnovateTech Co. a non-exclusive license to use, modify, and distribute the SmartAI software solution. In return, InnovateTech Co. agrees to pay royalties to TechGen Inc. based on a percentage of its revenue generated from the sale or use of products incorporating SmartAI.

As an IP Attorney, draft a transfer of technology license agreement between the technology licensor, TechGen Inc., and the licensee, InnovateTech Co., for the transfer of a proprietary software solution including key clauses covering royalty payments, warranties, confidentiality, and termination provisions.

Part: B

(Answer any four)

- Q.5 Discuss the existing guidelines in terms of the transfer of human biological materials for biomedical research purposes in India as introduced by the Indian Medical Council for Research. (5)
- Q.6 Explain the Noor-Pennington Doctrine and the Sham Exception in the context of Patent and Anti-trust Law in terms of litigation management. (5)
- Q.7 Define Technology and analyze whether hardware/equipment can constitute technology. (5)
- Q.8 Discuss the international regulatory requirements governing Technology Transfer Agreements. (5)
- Q.9 What is the role of IPR in Bio-Technology transfer under the Convention on Biological Diversity? (5)
- Q.10 Explain the concept of SEP and FRAND licensing terms associated with them. Discuss whether the Indian Patent Act, 1970 needs to be amended to address SEPs, and justify your stance. (5)
