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UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

End Semester Examination, December 2017

Program: B.Tech.(CSE), LL.B. (Hons.) Cyber Laws

Semester – XI

Subject (Course): Law of Technology Transfer

Max. Marks : 100

Course Code : LLBL 662

Duration : 3 Hrs

No. of page/s: 2

Section A

1. Write short answers to the following questions. (10 marks)
 - i. Name the four broad clusters of Key Terms in a Technology Licensing Agreement.
 - ii. What are stand still agreements?
 - iii. Why should you not 'agree to agree'?
 - iv. What is sub-licensing and why is it important?

Section B

2. What is the subject matter of a licence? Why is clarity important in subject matter? (10 marks)
3. Why is defining the scope of the rights critical to technology transfer? (10 marks)

Section C

4. What is the importance of exclusivity in licensing? When is exclusivity advisable and when is it not? (10 marks)
5. What kind of concerns must be addressed in terms of future releases, versions and products? In what other ways do the parties need to consider future relationship with each other? (10 marks)

Section D

6. Springle Technologies is attempting to license a new technology they have created which enhances the experience of motion gaming, by providing vibrating feedback to the player. The gamer wears a hand shaped device and plays various games on motion gaming consoles (such as Microsoft Kinect) and the device vibrates each time when say, the player hit a ball with his racket on the screen or delivers a punch to the opponent on the screen, giving the human player a realistic experience.
Please discuss all the aspects of how the technology may be valued, using:
 - i. Cost method (10 marks)
 - ii. Comparable markets method (10 marks)

- iii. Income method (10 marks)
- iv. Please discuss which other IPs, in addition to Patent, may play a role.(10 marks)
- v. Are there any non-IP related issues that you may want to make a part of the agreement?
(10 marks)

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 - iv. Name the four broad clusters of Key Terms in a Technology Licensing Agreement.

Section B

2. Why is defining the scope of the rights critical to technology transfer? What factors should you keep in mind before (10 marks)
3. What is the importance of exclusivity in licensing? When is exclusivity advisable and when is it not? (10 marks)

Section C

4. What kind of concerns must be addressed in terms of future releases, versions and products? In what other ways do the parties need to consider future relationship with each other? (10 marks)
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