Roll No.												

PRESIDENCY UNIVERSITY

BENGALURU

End - Term Examinations – December 2025

Date: 19 – 12- 2025 **Time:** 09.30am to 12.30pm

School: SOL	**Program:** BA.LLB, BBA.LLB, B.COM.LLB	
Course Code: LAW4089	**Course Name:** Trade Secret and Technology Transfer	
Semester: IX	**Max Marks**: 100	**Weightage**: 50%

CO - Levels	**CO1**	**CO2**	**CO3**	**CO4**	**CO5**
Marks	**10**	**25**	**30**	**15**	**10**

Instructions:

(i) Read all questions carefully and answer accordingly.

(ii) Do not write anything on the question paper other than roll number.

Part A

Answer ALL the Questions. Each question carries 2marks. **10Q x 2M=20M**

1.	How does trade secret protection differ from patent protection?	**2 Marks**	**L2**	**CO1**
2.	Define "misappropriation" of trade secrets?	**2 Marks**	**L2**	**CO1**
3.	What constitutes "reasonable steps" to maintain secrecy?	**2 Marks**	**L2**	**CO1**
4.	Explain the role of Non-Disclosure Agreements (NDAs) in trade secret protection.	**2 Marks**	**L2**	**CO1**
5.	What remedies are available for trade secret misappropriation under Indian law?	**2 Marks**	**L2**	**CO1**
6.	Can independent discovery or reverse engineering amount to trade secret infringement? Explain briefly.	**2 Marks**	**L2**	**CO5**
7.	What is the relationship between trade secrets and unfair competition law?	**2 Marks**	**L2**	**CO5**
8.	How do trade secrets promote innovation?	**2 Marks**	**L2**	**CO5**
9.	What are the challenges in enforcing trade secret protection internationally?	**2 Marks**	**L2**	**CO5**
10.	What are the main objectives of technology transfer agreements?	**2 Marks**	**L2**	**CO5**

Part B

Answer the Questions. **Total Marks 80M**

11.		A cosmetic company, GlowAura, developed a unique formula for long-lasting herbal lipstick. During a potential collaboration, GlowAura shared the formula with BlushCo under a loose email understanding that the details were "to be kept confidential." A BlushCo employee later leaked the formula online. Analyze whether GlowAura can claim trade secret protection under Article 39 of the TRIPS Agreement. In your answer, assess whether each of the three requirements are satisfied.	**10 Marks**	**L4**	**CO2**
		Or			
12.		A tech startup, DroneSphere, created an algorithm that significantly improves drone battery life. They presented the algorithm's architecture at an investor pitch event attended by 200 people, without requiring NDAs or restricting photography. A competitor replicated the algorithm six months later. Evaluate whether the algorithm qualifies as a trade secret under TRIPS Article 39.	**10 Marks**	**L4**	**CO3**

13.		Discuss the conceptual distinction between protecting confidential information or trade secrets and imposing broader restraints on employee movement. What risks arise when the protection of confidential information is conflated with restrictions on post-employment opportunities? In your answer, evaluate implications for innovation, market competition, and employee autonomy.	**10 Marks**	**L4**	**CO3**
		Or			
14.	**a.**	Two companies enter into merger negotiations. SafeNet shares sensitive pricing algorithms with SecureWave under an NDA. Negotiations fail, and SecureWave later incorporates similar pricing functionalities. Determine whether the information meets the EU Directive's definition of a trade secret.	**10 Marks**	**L4**	**CO3**
	b.	Evaluate whether SecureWave's use constitutes unlawful acquisition, use, or disclosure as per the EU Directive.		**L4**	**CO3**

15.		Explain the scope of protection for trade secrets under the Information Technology Act, 2000. In your answer, discuss the relevant section and intermediary liability provisions.	**10 Marks**	**L4**	**CO4**
		Or			

16.		Discuss the liability of intermediaries (cloud service providers, platforms, hosting services) under the IT Act when trade secrets are leaked due to cyberattacks or negligent data handling.	**10 Marks**	**L4**	**CO4**

17.	**a.**	A data scientist, Anika, leaves BioPulse Medical after five years. During her employment, she had access to optimiser scripts used to analyse clinical trial datasets. Her employment contract included confidentiality obligations, and employees received regular security training. Anika never downloaded files, but she kept a small notebook at home with handwritten approximations of several algorithm steps. After joining competitor MedInSight, she recreates an improved version of the workflow—partly from memory, partly from her notebook. BioPulse sues, arguing her notes constitute unlawfully retained confidential information. Anika claims the notebook merely reflects general knowledge any skilled analyst would possess. Distinguish lawful reliance on general skills/experience from unlawful acquisition/retention of confidential information.	**15 Marks**	**L4**	**CO2**
		Or			
18.	**a.**	A senior engineer at TechFusion Pvt. Ltd. signs a contract containing a 2-year global non-compete clause and strict confidentiality provisions. After resigning, she joins a competitor but does not take any documents. However, TechFusion alleges she is "inevitably" using confidential design architecture learned during her tenure. Evaluate whether Indian courts would enforce the non-compete or only the confidentiality clause, referencing relevant case laws.	**5 Marks**	**L5**	**CO2**
	b.	Discuss the evidentiary threshold required in India to prove breach of confidentiality when no physical material is taken.	**5 Marks**	**L5**	**CO2**
	c.	Contrast this with the UK's approach to "springboard relief" and use of memorized confidential information.	**5 Marks**	**L5**	**CO2**

19.		An NGO files an RTI application seeking documents submitted by EcoChem Industries relating to their effluent-treatment process. EcoChem argues that the documents include trade secrets and cannot be disclosed. Evaluate whether EcoChem's data is exempt from disclosure under the RTI Act. Discuss how the "public interest override" applies in cases involving environmental risk disclosures and whether partial or redacted disclosure is required under Indian law.	**15 Marks**	**L5**	**CO4**
		Or			

20.	**a.**	Under the Bill, disclosures made in good faith to expose illegal activity or protect public interest are exempted from misappropriation. Assess the adequacy of the Bill's whistleblower protection. Are the thresholds for "good faith" and "public interest" sufficiently clear?	**10 Marks**	**L5**	**CO4**
	b.	What mechanisms does the Bill (or should it) include to prevent misuse of this exception (e.g., frivolous whistleblowing)?	**5 Marks**	**L5**	**CO4**

21.	**a.**	GeneMorph Labs developed a unique CRISPR-delivery protocol and planned to file a patent. Before filing, a scientist presented parts of the method at a conference without company approval. A competing lab filed a patent on a similar technique and launched a commercial kit. Examine whether GeneMorph can still claim trade-secret protection despite partial public disclosure.	**8 Marks**	**L5**	**CO3**
	b.	Analyse whether the competitor's subsequent actions could amount to misappropriation under U.S. law.	**6 Marks**	**L5**	**CO3**
	c.	Discuss strategic tensions between trade-secret protection and patent disclosure in industries relying heavily on fast innovation cycles.	**6 Marks**	**L5**	**CO3**
		Or			
22.	**a.**	BioLift Inc. sells a commercially available exoskeleton device. A competitor, StrongStep LLC, purchased the product lawfully and disassembled it to analyse its hydraulic configuration. However, StrongStep also hired a former BioLift engineer who supplied "context" for interpreting the internal codes, enabling them to accelerate development. Explain whether StrongStep's disassembly alone qualifies as lawful acquisition under DTSA/UTSA principles.	**20 Marks**	**L5**	**CO3**
	b.	Evaluate whether using the former engineer's contextual knowledge converts otherwise lawful reverse engineering into "improper means."		**L5**	**CO3**