



Critical analysis of the IP rights acquired by the small companies in joint ventures with big companies

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Abstract

In this particular paper we get eluded with the various ways the smaller companies are getting deprived if it's proper IP rights in Joint ventures with big companies, be it through manipulation or through force, So firstly the types of IPs through which such joint ventures are formed and where how through such transactions, the former ones as aforesaid are deprived of it's rights are mentioned. Here transactions related to pre existing IPs, licensed IPs, joint venture IPs are mentioned. Then the various grounds of determinations with respect to the formulation of the joint ventures are formed and where how through such transactions, the former ones as aforesaid are deprived of it's rights are mentioned There the grounds relating to boundaries, ownership boundaries formulation, jurisdictional issues, issues relating to back ground and fore ground IPs, confidentiality agreement formulation, negotiation mechanisms, are being highlighted. Followed by this real life case laws an case studies associated with these JVs are formulated. There it has been shown tht how in various cases according to the variability of them the small companies are getting suffered on the basis of the aforesaid issued. Next to that on such thorough observation certain recommendations are made with regard to the particular matter. And lastly the entire issue in this paper has been summarized.

Keywords: Small companoes, big companies, ip assets, ip rights, deprivation

Introduction

We actually know, there are actually several purposes to have served for the reason of having joint ventures of IP in a company. And to that effect it also serves with lot of benefits, to the entire gamet of the execution of the companies. We have seen that there are various companies, who are found to have excelled in the research content. But on other hand, the same are not found to have a very proper kind of capability to capitalize a particular thing. Thus in such situation we find out that the scope of the joint ventures, actually comes into the domain. Here there would be the contract to have been made with the various companies, who would fund to have aided the same in having commercialized the particular product. This way, this particular company, would somehow, or the other would help in bringing out the cost which has been actually incurred out from the particular company, through the entire research process. Apart from that there are also various other situations, within the same, where we get to see that the research are actual made in such a way, when the question of commercialization is coming into the regard, the same does have the ability to maximize a particular profit. Thus in such situations, there is all the need to have collaborated all the projects to one being, hence glorifying the institution of the particular practice. And in continuation to the same it also plays a very vital role in making the particular thing very much common to the masses. So in all situations, it is very well found that the particular company who is actually having a less capacity tend to have made contract with the higher capable companies ^[1]. So in the main crux of the joint venture applies in this particular domain itself. But the question is that whether the particular aim for which the companies did enter in to the market, i.e. to have attaining certain benefits from it, such is actually protected or not. It is always that the small companies, who

are having the collabs with the big companies. So in that situation, there comes the concept of the capability in this particular context. As there as been two unequal entities, coming into the place, hence in that regard, there is always the matter of having in inequalization, in the entire way. Be it a small company or any big company in that regard. Such has been discussed thoroughly in this particular paper.

What is a Joint Venture?

Before that we need to know, what is actually meant by a joint venture, in IP assets. They are actually regarded to be a collaborative work, which are actually found to have formed between the two parties. And in that regard, there comes, various IP assets, namely the Copyrghts, Trademarks, Patents etc. The rule in this regard is such where we find that the basic IP assets would actually be the same in all aspects. But on other hand, according to the re it is that, there would be the equal contribution of the companies, within it's contribution. The main purpose of the same is to have the efficient utilization of the knowledge which a particular IP creator is having, at this particular institution. Here the particular company to this regard, is actually working as a facilitator. Here it is found that the particular venture actually has certain clauses stated within the same. And to that regard, it were seen that the particular contract has certain clauses to have mentioned within the same. And to that extent, it were seen that the clauses were main pertaining to the ownership of a particular IP product. It actually states the fact of having the partition, within the same regarding the ownership of a particular asset. Apart from that it is to be also seen that while making a particular contract, there comes, various information, which are actually held to be very confidential in nature. And within the particular clause it has been mentioned that mobility regarding such kind of information should actually not be

existent. Apart from that the entire draft is also made because of having dispute resolution in matters of IP where, it has been found that there arises certain disputes regarding the particular IP where we see that there has occurred certain overlap, in the creation of a particular IP. Mainly the venture is actually accomplished for the purpose of ascertaining the rights regarding the share of the royalty in a particular transaction, where a particular company has the creative potential, within the same, but does not have the particular footing in the market sphere.

Thus in this paper it has been discussed elaborately regarding till what aspect the getting of the royalty by these companies, and till what extent, justiciability is seen to have granted to them, in this regard [2].

Types of Ip Joint Ventures Where Smaller Companies Are Deprived of Ip Rights

So in this regard, we firstly see that there are mainly three types of IP, through which the joint venture is found to have taken it's hold. And that would be inclusive of the

1. Pre existing IP
2. Jointly developed IP
3. Licensed IP.

Pre Existing IPs

Preexisting IPs are said to be such kind of IPs where we find out that there were certain IPs which were actually found that they are such kind of IPs where the creator to the same has been made the particular thing already before making the same to have capitalized the thing. Here the small company is found to be the creator of the assets, who is actually entering in an agreement with the company, of having the purpose settle that the same would actually be used for the purpose of commercialization. It can be done just after the creation. While on other hand the situation can be as such where just after the creation, it were seen that the particular thing cannot be properly commercialized, on the attempt of that particular company. And hence for that very purpose, the companies are entering into this particular specification. Now from this particular situation, we see that the entire purpose of the contract is only to commercialize. On the other hand, it is also to be seen that the particular big company is also their to have served their own purpose very significantly. The company to which the same entered into the transaction is not as competent, as that company. So if there is unequalization in this level, then the question what the same, would actually get from the particular industry. There must surely be a particular aim for having created the certain thing. And that is the research content. And on other hand, if it is seen that the particular industry, is actually prospective in nature, then in such situation, the big companies always try to utilize them through the aid of exploitation, the same has actually incurred upon the same. And that is also a fact that these small companies are found to have dependant upon these big companies. Now for the same, there again lies a doubt that in the presence of all such factors, whether the small company is found to have entitled to what they actually intend to [3].

Licensed IPs

Another important form of IP is the licensed IP. Here we see that the particular IP comes another way round with the pre existing IP. It is also a kind of IP, which has been also found to have been formed out from the company before the same was found to have entered with the big company regarding

the particular transaction. Licensing is always devised in such a way, so that the creator company to that regard should yield certain revenue out of the same. And in this situation, it is always lucrative for the big companies to license in this particular thing. The reason behind the same is that through the particular thing, it would actually lead to a great revenue generation. But to this effect, the same is not the last thing to be decided. There can be various unfavorable situations to have come for these particular companies. In the case of having a joint venture with these big companies, appeared out to be the holding companies. And to that effect, the small companies are the ones, which are actually the subsidiary companies, and are actually having the holding of the share over the particular company. Thus in such situations, these holding companies are found to be in the dominative position with regard to the particular company. So in that regard these subsidiaries companies donot have the freedom to co in total contrary to those people. And taking the advantage of the particular situation these particular companies are found to have exploited them.

Apart from that, another situation also comes into the prominence. Here again it is found that a particular holding company is getting involved in to the licensing transactions, with that of a subsidiary company. And the result appeared to be exploitative from the end of the subsidiary company. Hence in such situation these small companies would actually think twice before having come out from these ensures. The barrier in this regard would be the utilization of the reputation the am is actually carrying within itself. And certain IPs like that of Copyright especially and also patents to some extent depends upon the reputation the same is actually carrying within itself [4].

Joint IP Ventures

Then comes another important form of IP transaction, is that of Joint IP Venture. In this particular transaction, it has been seen that two companies i.e. the big and the small companies, together forms to accomplish a particular transaction. In this regard we get to see that there are certain things, which would come into commonality. Here again occurs another severe problem. Here we see various foreign based MNCs come to India to have ventures with the Indian companies as a training initiative to utilize Indian brains, which are sharp enough, though the same having less capitalization within itself. So in that way they are utilizing the human brains, and maximizing most of the profit from it, and giving a certain share to them. Though the IPs are all about exclusivity of right attributing to the intellect, it is also entitled to make certain contribution upon the same, Though the guidelines are seen to have given by the foreign company, but on other hand, it is also to be seen that these companies are only the ones, who is incorporating the same into practicality, Then why the partiality would exist in this regard is actually the question to be put here. That also some way or the other hampering the justiciable IP right which the same is having within itself [5].

Grounds Of Determination Where Smaller Companies Are Deprived Of IP Rights

Hence these are actually the various kinds of IP transactions, through which the concept of joint venture actually gets processed. And for each of the particular form of IP transaction has a kind of dimension which would some way or the other having an exploitative effect upon the same.

Assignment

So firstly lets come upon certain joint ventures, which actually talks about the assignment of certain rights within the same. While on the other hand we are actually eluded about the definition of the assignment in this regard. As per the definition of the assignment, the same says that it actually relates to the fact of having converted the entire ownership to the particular company. Now in this regard, there are also certain other factors, which are needed to be taken into heed. Now the particular company, who is found to have entered into the negotiation process, is ideally seen to be a very reputed kind of company. So there is always a requirement of those companies, to have stay tuned with these particular condition. On other hand a particular research, content is being seen to have launched from a particular company. And to that effect that particular company is found to be not that much reputed. So in that case there always remained a risk that whether such company would actually be able to furnish tem with such kinds of benefits or not. So in that way when a particular IP is created it is seen that same is actually having certain value the same may be of a very great hike. But thinking of another the effect as aforesaid the particular amount price would actually be not given. And those companies having an high position in the field would tend to have sub due the smaller company to give away with such price. This way the smaller companies are at the position to be get exploited ^[6].

Ownership Boundaries Formulation

After that comes the forming of ownership boundaries over IP assets. Here it is seen that the same actually implies upon the joint ownership of a particular IP. And to that effect it is seen that certain contractual agreements are being formulated. Thus within the same certain aspects actually play a very great role there. And to that effect it has been very well stated the boundaries, which are actually prevailing for such kinds of assets, But the question again to that regard lies upon the fact that whether really such kinds of matter are actually not subjected to any kind of manipulation or not In the case of joint initiatives, where two unequal companies are entering into the JVs with regard to the making of a particular asset. So in this situation, where these two companies are, making a particular IP assets, at that point of time for a smaller company, it would not be possible invest much upon the same, while on other hand the particular company are having seen invested a huge amount of money upon the same. And in this particular situation such big companies may want to have a much bigger share in comparison to the smaller ones, citing that they have invested more money upon the same. And to that respect having utilized the income as well as the cost method such stipulations has been made. Hence on other hand it can be such where much intellect has been contributed from the small companies itself. So I that way again the rights of the small companies are getting hampered ^[7].

Jurisdictional Issues

Then let's come upon the jurisdictional issue in this regard. This also appears to be very significant form of problem, in this regard. We find that in quite a many cases the MNCs which are found to be formed, they are actually basing upon two different countries. It is very well seen that in various circumstances the western countries, especially the

European countries as well as the American countries are found to have entered joint ventures with the smaller companies, in the southern Asia, especially in India. And now, it is usually foreign based MNCs actually come in these southeastern countries, as these countries actually do not have the capability to travel in that space. They mainly come for the training purposes her as mentioned above. So in this regard according to the principles of the private international law, for this kind of situations, the *lex contractus* would apply. That specifically means the place where the contract is actually made, the governing law of that particular place will only prevail. So in this situations, most of the times, it appeared to be the India. Hence to that effect, according to the normal rule, the governing law of the country will only be prevailed. But on other hand such thing rarely happens. One of the reason pertaining to the same can be that the same has a lack with regard to the binding effect. On other hand these MNCs actually claim the fact that as they are actually holding a kind of dominion status over the contract which is formulated, being the trainer in this regard, it is to be held that the countries from where these companies are prevailing, the law of tat place must be as ascertained. And tis way, again it is the violation of the doctrines under the Private International Law. Sand another thing which is also exploitive nature, which is the difference prevalent I the legislation of the western countries and that of south eastern countries especially the India. In India and the similar law based countries, are having the IP legislates in such a way, where the maximization of the rights would mainly happen from the perspective of the one who has invested the intellect the most. But unfortunately the western counties especially the US are having a very different kind of legislation within the same. There for patents, it is seen more than the aspects of the intellects, the ones for early opting, monetary excel, are given much priority. So in that way again imposition of such kind of law is depriving these small companies from the exclusivity of the rights the same is ought to get ^[8].

Background And Foreground IPs

Apart from that there are also other factors, through the rights of these small companies get affected, And thus to that effect another very important parameter through which the problem occurs significantly, and that various facets of the background as well as foreground IP.

Before that we have to be properly eluded with the particular concepts i.e. the background as well as the foreground IP. Hence, in order to create a particular IP assets, inclusive of the entire functioning of the same, there arises two frameworks of it. One is the apparent one, which presents itself before the public, an emblem of recognition attributable to it's functioning. That is known as the foreground IP. While on other hand the other e is all about the functioning of the entire work itself Thus in such situation, such functioning is known as the background IP. Here the particular IP is seen to have worked through the a particular process which is hidden from the public vision. And that is all boyt the internal mechanism of the asset. Such is called to be the background IP.

Now in situations, of joint initiative ventures, where we see that a particular IP is actually being found to be made by both the parties, i.e. the small as well as big companies, a certain kind of manipulation actually occurs from the side of the Big companies. Here we know that the appearance to a

certain thing is actually a great role player. Appearance is a certain thing which is having a great public demand. And that is also one of the primary mode of attraction of the people there. On other hand these big companies, having a proper footing in the market, is actually there to have kept the same maintainable. And in that way the foreground IP is seen to have taken the entire royalty of the aforesaid. And that is because, the same being a high revenue generator. They again having a high financial standing, does subdue the smaller companies because of that. And that way again these smaller companies are found to have been exploited.

And to that regard, the problem also occurs with the background IPs even. There are various patented technologies, where it has been found that the apparent plethora of the same is very much limited. On other hand the functionality associated with the same is very much huge. And in this regard, the maximum contribution actually comes out from that particular asset. And consequently the fact is such where we see that with regard to these particular assets, most of the time the India intellect has contribute the maximal within the same. So rightfully speaking, in such situations, it is always that the foreign companies, would force out the profit from the same. So in that way the small companies again cannot cope with the large companies, keeping themselves again deprived of their rights.

Apart from that there are even situations, where the big companies are not eager to have make an equal share upon the revenue paid with the small companies in case of the background IP, utilizing their supremacy^[9].

In all such situations, of Joint ventures, it has been seen that the particular contract has been formulated. And in all such contract the partition regarding the ownership is actually stated. The problem is actually not with regard to the ambiguities to be there. Rather before having formulated the particular contract, the manipulation is created. And unfortunately, that remains hidden from the thought process of the people. So these are really serious concerns, which are needed to be dealt with proper caution.

Confidentiality Agreement Formulation

Followed by this comes another very important ground of such misappropriation, from the perspective of these joint ventures, and in that regard comes, the grounds of confidentiality as well as the trade secrets. This is another very important part where we see that the small companies gets highly suffered by the acts of the big companies. It is very well understood that the purview of the particular companies are not the same. And it also sometimes, depend upon the purpose, the dimension of a particular company. In that way the small companies are very much unequal to the larger companies. So the extent to that effect would also affect likewise. Hence in such situations, the confidential agreements, would also be formed likewise. Now in this situation it is always not possible for the small ones to understand the dimensions of their partners. So this way there are certain omissions of the clauses which are actually found to have created, in this regard. And hence accordingly the large companies, in lieu of their vastness, tends to have used the particular assets any way which is beyond the boundaries of the contract. This is always the kind of misappropriation from the side of the larger companies, and with that effect, the information which is actually used by the small companies, for their part of the creation of the assets, found to have been leaked^[10].

Negotiation Policies And Resources

And last to all such issues is one having which is having the most serious effect. Till the time it were seen that the problems, which the particular companies are actually facing were within the understanding of the same. And to that effect there would be continuous initiatives to have been taken for the purpose of giving resort to the particular problem. But there are certain things, which actually goes totally out from the ambit of these people. Hence such problem actually creates up a very big issue. And such actually happens in the case of the JVs in the small companies with that of bigger companies. We get to see that the big companies are much way forward in comparison to the big companies. And that is actually inclusive of the reputation, the extent, the financial capacity. So in such ventures the former is always there to show its supremacy over the bigger ones. They might undermine certain IPs which one has. And to that effect, the bigger companies, having a higher stand upon the same, is being convinced by the smaller companies. So in this way, they even do not know, that they are actually leaving something, which they need later on.

Now its all ended with the various grounds upon which we get to see that the small companies are actually deprived of the various kinds of rights which the big companies swallow within them, with regard to the capacity the same is actually having within itself^[11].

Certain Case Laws And Case Studies Highlighting The Abuse Of Dominance On Ip Rights By Bigger Companies Against Smaller Companies

So here lies below the studies of certain case laws which enumerate the fact that how small companies, where rigorously found to have been deprived of its IP rights, in Joint Ventures with the bigger companies. And such breach of IP rights appeared to happen from various dimensions, for all of which the main factor cause was were the manipulative power of the big in lieu of having high capital resources.

Let's firstly come upon the case of Silicon Knights vs the Epic Games. The particular case was decided by the District Court of the Eastern District of North Carolina. In this case the smaller company was the Silicon Knights. And the bigger company was the Epic Games. Here the smaller company was found to have entered into a joint venture with the bigger company where the Silicon Knights were found to have given license to the bigger companies to create a game named "Too Human". And the entire game was found to be developed on the basis of the Unreal Engine 3 which were created by the licensor company. Before that there were another joint venture between these two companies, where Epic Games acted as training programme contract with the Silicon Knights company. Through that particular joint venture, the entire engine was actually developed, by the Silicon Knight company. So in that way the new engine which was created as a derivative of the engine of the larger company is allotted to the ownership of the smaller company. And now in turn the particular engines were found to be given to the larger company for building a new kind of game over it. The issue did arouse after that when the licensor company did file a suit against the licensee company, where it were to be held that the licensee company did not sent back the engine to the licensee company on a proper time. There was a particular deadline

which were mentioned for sending the engine, but the same actually did not do it. Not only that but also the particular company did not bother to give any proper documentation regarding the particular engine. Through that particular engine, certain games were actually been produces, which were actually a great income generation for that particular company. And in this regard the game were actually licensed to the aforesaid bigger company, only because of the fact that the same being a more experienced company, would actually generate a better game, making it more appealing to the public. And that would also increase the profit level of the company up to a great extent through the mode of licensing. But now standing in this position, it's a matter of regret to the licensor, as within that time frame, they could have created their own games, through which the revenue generation would also appeared to be much more smooth. Waiting for such a long period time is actually letting the company to incur huge losses. Thus the licensor company sued Epic games for fraud misrepresentation as well as breach of contract. Hence they claimed damages for it. But on other hand the licensee company itself sued the licensor company for copyright infringement. There they claimed that the particular company, which actually made the particular engine, is actually a copy of the engine of the licensee company. They have deliberately seen to have copied thousands of lines, from the particular company. So for that they would be the actual claimant of the damages. And unfortunately, the court actually did favour the bigger company. It directed the smaller company to destroy all the codes of the particular gaming engine, and also directed the bigger company to destroy all the unsold copies of the particular engine^[12].

Now from this particular case the issue of dominance, is very well interpreted. Here in this particular case as aforesaid from the facts, it is very well stated that the favored company was in the supporting position of the other mentioned company. They were into the training programme assignment So in that case while the engine was being constructed a proper surveillance ought to be there upon the trainee company. Now if there were a matter of copyright infringement, why should not the same being pointed out at that point of time of training, is the question. Now through the lines of law the court detected the smaller company to be a infringer hence imposed damages upon the same. And unfortunately the smaller company on keeping reliance over the "Epic Games", being it having a stronger hold did incur huge losses. They were also deprived of the certain amount of intellectual property the same did create upon the particular product. Hence through these ways the larger companies are found to deprive the smaller companies of it's IP rights in lieu of the same being in the dominant position.

Another case study which is based upon US in 1980s also enumerate the fact very clearly that how the IP rights of the big companies, gets abused by the smaller companies. In this case study we find out that the Wang company is actually a medium sized company, who actually specialized in mini computer system a well as in creation of word processing documents. But majorly the particular company was highly dependant upon other companies for the incorporation of various components within the product, it actually created. Thus in that way, the same was also not very much dependant over it's capacity. On other hand the Mitshubhisi was a multinational company, who were

mainly into the business of making semi conductors as well as other electronic appliances. Apart from that it were also very much famous for it's global network of trade as well as geo political leverage. Now in this case it was found that the particular company of Wang entered into the contract with the Mitshubhi company for the purpose of supplying their products to various markets throughout the country. The company being having a great customer base was actually relied for the same. And from here itself, the issue started to arise. Here on getting access to the particular products, which were actually created by the licensor company, the same started to copy it's internal parts And that way the same started to create replica over that particular company. And as result that exact replica of those products were actually sold to the US markets in the soul name of the developer himself. Now the question is that as the company was actually a mere supplier of the particular product, thus in such situations, it were not very easy for the particular company to understand the internal parts of the particular company. Here comes the application of advanced resources of a big company. This was actually done through the vigilance of advanced technology, where the parts of the particular machinery did remain intact, but the internal parts of the same can be very well assessed. And that way the replica of the same was created. Followed by that, it were seen that in a very rapid pace, the particular technology was introduced. And that is also because of the enormous networking the same actually did have within itself, in lieu of being a big company. As result, before the victim to claim compensation for the infringement of their rights, the replica of the infringed product did sprawl over the entire US market. Thus again we can find out how a smaller company is being abused of it's IP rights by the big one^[13]. Followed by that another particular case of Artifex vs Hancom(2017), where in this particular case, we get to see how bigger companies are in position to exploit the smaller companies, with regard analyzing a particular contract in a broad way, in lieu of being experienced for a long period of time, in the particular field. Here Artifex has been identified as the smaller company while Hancom as the bigger one. We see that Artifex had two forms of licensing i.e. the commercial licensing as well as the open source licensing. Thus here Artifex alledged, the fact that the Hancom did have use their created Ghost script into Hancom's created products. And they also did not sent the source codes which they did use for the Ghostscript code in the particular product. They even did not bother to take a commercial license from the creator company. Hancom said that they did use the product through the open source licensing, through which they are actually permitted to do without obtaining a license from the plaintiff company. The same also said that Artifex's product has been even distributed previously without taking their permission, in 2008, and from there it all implies that licensing agreements with the particular company gets totally terminated. The District court of Northern district of California, in this case did not relied upon the termination clause of the defendant. Rather it supported the claim of the plaintiff to be the correct way of claiming the damages. But as there were ambiguity present in the very institution of the open source licensing through which the defendant claimed to have used it, the authority cannot impose damages over the defendant, rather it directed to enter into a negotiation agreement between the two parties, in order to claim damages. But the question

must be settled here is, what the actual purpose of the plaintiff company was, to create an open source licensing. It would not have created it to license it free of any royalty. But it may be that the open source licensing would have lenient licensing terms in comparison to the commercial licensing. But as there were certain confusion over the terms, the defendant company did interpret it such a way, being the same more experienced in the field, so that it is prevented from giving damages for not taking any licensing permission^[14].

Probable Recommendations

So on analyzing all these particular cases certain recommendations can be made in this regard.

It is very clear regarding the fact that at no instance joint ventures between small and big companies cannot be avoided. Though in various instances the small ones are being abused by the big companies with regard to their IP rights, but at the end both such Joint Ventures not only facilitate the bigger ones, it also acts a god support to the small companies as well. But certain things are must to be taken into vigilance before entering into these contracts, so that the abuse of dominance by the bigger companies may get lessened. While making such joint ventures, the same must be done before legal expert specializing upon IP, who would see that at no circumstance, on creation of a particular IP by any company, not get over lapped with the IP of the other company, which would intensify the originality as well as novelty of the later's IP turning the former one's, valueless. That is applicable equally for both copyrights as well as patents. And while it's a JV involving training programmes by the bigger companies to the smaller ones, a proper surveillance by IP expert must be initiated to prevent such overlapping.

The other recommendation would be while creating a Joint venture Agreement, on it's completion, the same must be scrutinized by an IP expert. There it must be checked that all the provisions relating to the executions entered through the agreement must be specified, be it licensing assignment or any other forms of Joint Venture. It must be stated that there should not be any ambiguity within the provisions, which may be later inappropriately used by either parties for their own favor. In a particular agreement along with the positive measures the specifications regarding the negative measures should also be initiated. It must also be stated that what are the various ways the particular product should not be used even. This is because the ambit of IP is actually large. And that way the bigger companies, having it's more power, resources as well as experience exploit it in such a way, having incurred benefit to them while abusing the smaller companies.

Conclusion

So basically it can be summarized that the main purpose of the big companies are actually to exploit the resource based small company with regard to IP asserts, in their own line of profit. Having high commercialized their product, or being updated in the market from the perspective of the small companies in JVs with big ones is nothing an outer image. Such, sometimes can be apprehended by them, while sometimes it's not. So in this regard the small companies are needed to be much more cautious about such initiatives.

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