

# Traditional Knowledge Digital Library (TKDL)

## Access Agreement

This Agreement is made on this 20th day of April 2011 between Council of Scientific & Industrial Research, a Society registered under the Societies Registration Act XXI of 1860 having its registered office at Anusandhan Bhawan, 2 Rafi Marg, New Delhi – 110 001 hereinafter called the "CSIR (Provider)".

And the Japan Patent Office, which is an Office concerned with Patent Search & Examination having its registered office at 3-4-3 Kasumigaseki, Chiyoda-ku, Tokyo Japan, 100-8915, hereinafter called the "User".

Whereas Traditional Knowledge Digital Library (TKDL) has been developed jointly by Council of Scientific & Industrial Research and Department of Ayurveda, Yoga & Naturopathy, Unani, Siddha and Homeopathy (called AYUSH) and is a proprietary and original database.

Whereas Council of Scientific and Industrial Research, which is the provider of TKDL is the sole custodian of the TKDL proprietary and original database on behalf of Government of India.

Whereas TKDL is a five international languages (English, French, German, Spanish and Japanese) database, which converts Indian Traditional Knowledge (Ayurveda, Unani, Siddha, Yoga, etc.) from existing *prior art*, traditional knowledge formulations or know-how available in Hindi, Sanskrit, Arabic, Persian, Urdu, etc. to five international languages and is not an exhaustive compilation of Indian Traditional Knowledge.

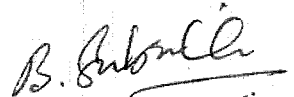
Whereas TKDL at CSIR contains images of Ayurveda, Unani and Siddha formulations and Yoga practices with an objective to protect Indian Traditional Knowledge already available in public domain.

Whereas TKDL is a bridge between ancient Sanskrit *Stokas* (verses) (existing *Prior Art*) and a Patent Examiner at a global level, portal provides information on modern as well as local names in a language and format understandable to Patent Examiners.

Whereas CSIR is having its office at Rafi Marg, New Delhi-110001 has been involved in the development of TKDL and is the implementing agency of the project.

Whereas the Govt. of India has duly authorized CSIR to execute this Agreement.

And Whereas the User has expressed its interest to get access to TKDL for the purpose of all phases of the patent grant procedure.



Now Therefore, this Agreement witnesses as follows:-

1. That CSIR hereby grants to the User full access to the TKDL website for a period of 3 years as from signature of the Agreement by both parties for the purposes of patent grant procedures including the inspection of files.
2. It is hereby agreed and declared between the parties that aforesaid access is on a non-exclusive basis and grant is subject to the following conditions:-

**Responsibilities of CSIR (Provider)**

- (i) CSIR will provide uninterrupted access to its website to use TKDL for the purposes of all phases of patent grant procedure including the inspection of files.
- (ii) CSIR will provide training to User to use TKDL tools for search and examination as and when needed.
- (iii) CSIR will render assistance through TKDL in search and examinations as and when needed by the User.
- (iv) CSIR will remain free to grant access of TKDL to other patent offices on a non-exclusive basis for search and examination purposes.

**Responsibilities and Obligations of User**

- (i) The User will not disclose any information of TKDL contents to third parties unless it is necessary for the purposes of the patent grant procedure in all its phases, including the inspection of files. To this end the User may, whenever required, deliver information from TKDL contents in whatever form to the patent applicant for the purpose of citations. Except as mentioned above, the User undertakes to preserve the secrecy and/or confidentiality of the information.
- (ii) The User will use TKDL information only for the purposes of the patent grant procedure in all its phases including the inspection of files and for no other purpose.
- (iii) The User will on a quarterly basis send the number of times content of TKDL was cited by the User's examiners during the search process relating to published patent applications.
- (iv) Survival of obligations for maintaining the secrecy and confidentiality of TKDL will remain even after the termination of this Agreement.

*B. Subramanian*

## Annual Periodic Review

Provider and User will review the status on access to TKDL once annually, where appropriate, in a manner acceptable to both Provider and User for identifying the impediments and issues that may need corrective action.

### User Access Details: Options for

A

User Id based access

User (Id) (eg Jonh, William)

B

IP Address based access

IP Address Detail: 118.155.206.157,  
61.202.255.157

(Note: A to be filled in for User-Id based access and/or fill in B for organization based access in its Intranet)

### 3. Severability

If any covenant or provision of the Agreement is determined to be void or unenforceable in whole or part, then such void or unenforceable provision will be deleted from this Agreement and will not affect or impair the enforceability or validity of any other provision of this Agreement or any part thereof.

### 4. Modification

Any provision of this Agreement can be modified only by the express consent of both parties and in writing signed and acknowledged by both parties thereof.

### 5. Supercession

This Agreement represents the entire understanding between the parties and supersedes all other express or implied agreements between the parties.

### 6. Waiver

No delay, indulgence or failure to act by either party regarding any particular default or omission of the other party will affect or impair any rights or remedies regarding that or any subsequent default or omission unless it is waived in writing.

### 7. Settlement of disputes

Should disputes arise out of or in connection with this Agreement, the parties to the Agreement will seek an amicable settlement.

### 8. Disclaimer

*B. Embella*

8.1 The Provider/User reserves all rights in his confidential information and no rights or obligations other than those expressly written herein are granted or implied by this Agreement.

8.2 The information contained in TKDL has been compiled on best effort basis; the Provider of the database will therefore not be responsible for any inadvertent error in the content of TKDL.

### 9. Termination

This Agreement can be terminated by either of the signatories by giving three months notice to the other signatory.

10. Nothing in this Agreement will affect the rights and obligations relating to any prior art, traditional knowledge formulations or know how which are not listed in the TKDL since it does not claim to be exhaustive in its coverage.

### 11. Execution Authority

The persons whose signatures appear below certify that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

User	CSIR (Provider)
Signature <u>Tomoki Sawai</u>	Signature <u>V.K. Gupta</u>
Name : Tomoki Sawai	Name : V.K.Gupta
Designation : Director for the International Affairs Division, General Affairs Department	Designation: Chairman, TKDL Task Force
In presence of (witness)	In presence of (witness)
Signature <u>Shimpei Yamamoto</u>	Signature <u>B. Subramaniam</u>
1. Shimpei Yamamoto Director, Regional Policy Office, International Affairs Division, General Affairs Department	1. Dr. Balasubramaniam Co-ordinator, TKDL
Signature <u>Kenichiro Natsume</u>	Signature <u>Archana Sharma</u>
2. Kenichiro Natsume Director, Multilateral Policy Office, International Affairs Division, General Affairs Department	2. Dr. Archana Sharma Co-ordinator TKDL(Yoga)

B. Subramaniam