

Meeting of International Authorities under the Patent Cooperation Treaty (PCT)

**Twenty-Third Session
Santiago, January 20 to 22, 2016**

**PCT MINIMUM DOCUMENTATION:
INDIAN TRADITIONAL KNOWLEDGE DIGITAL LIBRARY**

Document prepared by the International Bureau

1. At its 22nd session, the Meeting of International Authorities supported in principle a proposal to add the Indian Traditional Knowledge Digital Library (TKDL) to the PCT minimum documentation. The discussions were summarized as follows (paragraphs 66 to 69 of document PCT/MIA/22/22):

“66. Discussions were based on document PCT/MIA/22/8 and a presentation given by a representative from the Indian Council of Scientific and Industrial Research.

“67. All Authorities which took the floor on the matter supported in principle the proposal to add the Indian Traditional Knowledge Digital Library (TKDL) to the PCT minimum documentation, noting that it would greatly enhance the quality of international search, as confirmed by those Authorities which had already been given access to the TKDL.

“68. Several Authorities expressed concerns about certain provisions contained in the draft access agreement set out in Annex II to the document, notably in relation to the confidentiality and non-disclosure requirements, the necessity to monitor and report statistics on the use of citations from the TKDL, and the implications for an International Searching Authority losing access to the full PCT minimum documentation if the access agreement to the TKDL was terminated under the termination provisions of the draft agreement. One Authority emphasized the importance for Authorities to be able to load the data from the TKDL into the Authorities' own IT systems. One Authority stated that if added to the PCT minimum documentation, the TKDL should have the same level of access as other collections in the PCT minimum documentation and should be equally available to the applicant. The Representative of the Indian Council of Scientific and

Industrial Research clarified that this access would be available as per the terms and conditions of the TKDL access agreement, which provided for uninterrupted access to the TKDL.

“69. The International Bureau stated that it would be happy to closely work with the Indian Patent Office and the Indian Council of Scientific and Industrial Research in the coming months with a view to finding appropriate arrangements, to be set out in the draft access agreement, which would be acceptable to all International Searching Authorities and thus allow all of them to agree to the addition of the TKDL to the PCT minimum documentation. Agreement by all Authorities did not have to wait for another year until the next Meeting of International Authorities but could also be achieved by consulting with Authorities in the coming months through PCT Circulars.”

2. In a letter dated December 23, 2015, the Government of India indicated that it was willing to revise the access agreement to address legitimate concerns in the draft access agreement set out in Annex II to document PCT/MIA/22/8 and reproduced in the Annex to this document. The Government of India further proposed that the Meeting approve the addition of the Indian TKDL to the PCT minimum documentation, subject to the terms of the access agreements being suitably modified after due consultation.

3. *The Meeting is invited to :*

(i) agree that the Indian TKDL be added to the PCT minimum documentation, subject to the terms of the access agreement being suitably modified;

(ii) identify issues which Authorities consider require revision in the draft access agreement; and

(iii) agree that further consultations on the modifications to the access agreement be made on the basis of a revised draft proposal, to be prepared by the Government of India and presented through a PCT Circular.

[Annex follows]

Traditional Knowledge Digital Library

(TKDL)

Access Agreement

This Agreement is made on this _____ day of _____ 20__ 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 _____, which is an Office concerned with Patent Search & Examination having its registered office at _____, 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 *Slokas* (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 at _____ Office, 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 shall 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 shall provide training to User to use TKDL tools for search and examination as and when needed.
- (iii) CSIR shall render assistance through TKDL in search and examinations as and when needed by the User.
- (iv) CSIR shall 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 (_____ Office)

- (i) The User shall not disclose any information of TKDL contents to third parties unless it is necessary for the purposes of 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 shall 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 shall 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 shall remain even after the termination of this Agreement.

Annual Periodic Review

Provider and User shall review the status on access to TKDL once annually at a mutually convenient date and location for identifying the impediments and issues that may need corrective action.

User Access Details: Options for

A	B
User Id based access	IP Address based access
User (Id) (e.g. <i>John, William</i>)	IP Address Details: (145.64.*.*)

(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 shall be deleted from this Agreement and shall 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 shall 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 shall seek an amicable settlement.

8. Disclaimer

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 shall 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 shall 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.

_____ Office (User)	CSIR (Provider)
Signature _____	Signature _____
Name :	Name :
Designation :	Designation:
<i>In presence of (witness)</i>	<i>In presence of (witness)</i>
Signature -----	Signature -----
1.	1.
Signature -----	Signature -----
2.	2.

[End of Annex and of document]