



കേരളം KERALA

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This agreement is made on August.....^{9th} 2021 ("Effective Date") by and between PMS College of Dental Science and Research, Golden Hills, Vattappara and Rajiv Gandhi Centre for Biotechnology, having an address at Thycaud P.O. Thiruvananthapuram, Kerala. In order to protect certain confidential information that may be disclosed between PMS College and RGCBS, the parties agree as follows:

1. Definition:

Confidential information ("Information") shall consist of all-unpublished or nonpublic information, including but not limited to written, oral or virtually presented information regarding the research and development by RGCBS and its collaborators, including, but not limited to, study on the efficacy of synthetic peptides to target TIF1 and cancer stem cells in oral cancer, which are provided from RGCBS in the course of discussions regarding possible future agreement relating to research collaborations, licensing, co-development and marketing of such technology ("Negotiations").

2. Non-Disclosure and Non-Use. Recipient shall not:

- (a) Use the Information for any purpose other than the Negotiations; or
- (b) Disclose the Information in any manner to any third party without the prior written consent of the RGCBS. Recipient may disclose Information to Recipient's employees, Board of Directors, lawyers and accountants ("Recipient Representatives") who have a need to know exclusively for purposes of the Negotiations, provided that Recipient Representatives are bound by Recipient in writing to maintain the confidentiality of the Information in compliance with this Agreement.

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3. Intellectual Property.

Recipient expressly acknowledges and agrees that RGCB solely owns all the Information on any and all patentable or unpatentable intellectual property or inventions conceived or generated by the Recipient and resulting from the use of or access to the Information. In the event Recipient conceives or generates any such intellectual property or inventions, Recipient will promptly assign those to RGCB

4. Exceptions.

This Agreement imposes no obligation upon Recipient with respect to information that Recipient can prove to court of competent jurisdiction:

(a) was at the time of receipt, in the public domain, which means information that is generally known among or readily accessible to persons that normally deal with the kind of information in question; or

(b) Became, after its receipt, part of the public domain through fault of Recipient; or

(c) Was in the possession of Recipient before its receipt from the RGCB or its representatives; or

(d) is received in good faith by Recipient from a third party and is not subject to an obligation of confidentiality owed to the third party; or

(e) Is independently developed by Recipient without reference to Information received hereunder, as established competent proof; or

(f) is disclosed pursuant to a requirement or request of a government agency or required under the law, provided that in the event that Recipient becomes legally compelled to disclose any of the Information, Recipient shall provide the RGCB with prompt written notice of such requirement prior to such disclosure to allow the RGCB to seek a protective order or other remedy. In the event that a protective order or other remedy is not obtained, or that the RGCB waives compliance with the provisions hereof, Recipient agrees to furnish only that portion of the Information that Recipient reasonably believes is legally required to be furnished.

5. Standard of Care.

Recipient will protect information using the same degree of care, but no less than a reasonable degree of care, as it uses to protect its own confidential information. In the event that Recipient becomes aware of any use or disclosure not consistent with the purpose of this Agreement, Recipient will immediately notify the RGCB to prevent any further unauthorized disclosure or use. RGCB may seek equitable and legal remedies as appropriate in the event of a threatened or actual disclosure.

6. Term.

This Agreement controls only Information that is disclosed to Recipient for a period of two (2) years immediately following the Effective Date. However, either party may terminate this period earlier by prior written notice to the other party. The obligations of

Recipient under this Agreement shall survive and continue for seven (7) years after the expiration or termination of this Agreement.

7. Termination.

Upon the termination or completion of the Negotiations, all documents in each party's possession that incorporate the other party's Information shall be returned to the RGCB. Each party may retain one copy of the Information in its legal offices for archival purposes.

8. No License.

Under this Agreement neither party (a) acquires any license under intellectual property rights of the other party; or (b) has an obligation to purchase from or sell to the other party any service or item.

9. Amendment.

This Agreement may not be amended or modified except by a writing signed by both parties and identified as an amendment to this Agreement.

10. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors and assigns.

11. Complete Agreement.

This Agreement constitutes the final, complete and exclusive agreement between the parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises and understandings, whether oral or written, between the parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

12. Relationship.

It is mutually understood and agreed that the relationship between the parties is that of independent contractors. Neither party is the agent, employee or servant of the other. Except as specifically set forth herein, neither party shall have nor exercised any control or direction over the methods by which the other party performs work or obligations under this Agreement. Further, nothing in this Agreement is intended to create any partnership, joint venture, lease or equity relationship, expressly or by implication, between the parties.

13. Severability.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of the Agreement.

14. Waiver.

The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a

15. Use of Name. Except as provided in Paragraph 3(f) above, neither party will use the name or trademarks of the other party in any news release, publicity, advertising, endorsement or commercial communication without the prior written approval of the other party.

16. Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted and construed in accordance with the laws of India and the courts of the State of Kerala shall have sole jurisdiction in respect of any dispute or difference arising between the Parties under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the Effective Date

Rajiv Gandhi Center for Biotechnology

PMS College of Dental Science & Research.

Signature: _____



Signature: _____



Name: Shri. S. Mohanan Nair

Name: Dr. Sudeep. S

Printed Title: Controller of Administration

Printed Title: Principal