



महाराष्ट्र MAHARASHTRA

2021

BH 810626



CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on the 16th day of February, 2022 in Mumbai.

BETWEEN:-

(1) Colgate-Palmolive (India) Limited, a company incorporated in India under the provisions of the Indian Companies Act, 1913 and having its registered office at Colgate Research Centre, Main Street, Hiranandani Gardens, Powai, Mumbai - 400 076 (Colgate*); and

(2) C.S.M.S.S Dental College and Hospital, an Educational Institute incorporated in India. Recognised as an UG/PG Center by the Dental council Of India /Central Govt New Delhi and Ph.D Centre Affiliated with Maharashtra University Of Health Sciences, Nashik ("Institute").

DEAN

Chhatrapati Shahu Maharaj Shikshan Sanstha's
Dental College & Hospital
Kanchanwadi, Aurangabad.



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DIRECTOR

Chhatrapati Shahu Maharaj Shikshan Sanstha's
Dental College & Hospital
Kanchanwadi, Aurangabad.



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WHEREAS:

A. "Colgate" is engaged in the business of manufacturing, marketing and supplying various oral and personal care products.

B. "Institute" is an organisation engaged in providing UG/PG/Ph.D degree courses and possesses the necessary infrastructure to provide sample testing support.

C. Based on representation made by the Institute, Colgate has agreed to avail their services for the purpose of Sample Testing and wishes to provide to the Company information relating to the purpose which may be of a proprietary or confidential nature on the following terms and conditions.

IN CONSIDERATION of the mutual obligations in this Agreement the parties agree as follows:

In this Agreement the following terms shall have the following meanings:

"Confidential Information"

any and all information which is confidential in nature in whatever form whether disclosed orally or in writing and whether eye readable, machine readable or in any other form including, without limitations know-how, algorithms, methodologies, specifications, technical literature, information of a commercial, financial, cost, pricing or marketing nature such as marketing plans and commercial strategies and any other material made available by the Disclosing Party to the Receiving Party or gained by the visit by the Receiving Party to any premises of the Disclosing Party whether before or after this Agreement is entered into (and any information derived from such information);

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जेल्स कोबालोर कार्यालय ठाणे
1 & FEB 2022
कंप्यूटर लिपीक / लिपीक

DEAN

Chhatrapati Shahu Maharaj Shikshan Sanstha's
Dental College & Hospital
Kanchanwadi, Aurangabad.



DIRECTOR

Chhatrapati Shahu Maharaj Shikshan Sanstha's
Dental College & Hospital
Kanchanwadi, Aurangabad.

"Disclosing Party"

a party to this Agreement the Confidential Information of which is made available to or gained by the other party to this Agreement;

"Intellectual Property Rights"

all copyright and other intellectual property rights in whatever material or media whether or not registered including, without limitation, database and compilation rights, patents, trade marks, service marks, trade names registered designs and other design rights, rights in animation and moving images, computer software rights, topography rights, rights in know how, all other industrial commercial or property rights and any applications for the protection or registration of those rights and all renewals and extensions existing in any jurisdiction.

"Receiving Party"

a party to this Agreement which receives or obtains Confidential Information from the other party to this Agreement.

2. The Receiving Party undertakes:

- 2.1 to hold in confidence any Confidential Information;
- 2.2 not to use the Confidential Information otherwise than for the Purpose;
- 2.3 to disclose the Confidential Information only to its employees and officers on a "need to know" basis and provided that such employees and officers are already subject to an express duty of confidentiality;
- 2.4 not to disclose the Confidential Information to any third party whatsoever, including, without limitation, any parent or subsidiary company, except with the prior written consent of the Disclosing Party; and
- 2.5 to return to the Disclosing Party on demand, and in any event on termination of this Agreement, all Confidential Information which is in physical or electronic form and to destroy all copies made by the Receiving Party, including information stored on the Receiving Party's computer systems or other documents which have been made by the Receiving Party and which contain any part of or reference to the Confidential Information, except as authorised by the Disclosing Party or to the extent that the return or destruction of such Confidential Information in electronic form is not reasonably practicable, in which case such Confidential Information shall be stored securely and not used for any purpose by the Receiving Party.

3. The provisions of Clause 2 shall not apply to Confidential Information which:

- 3.1 is or becomes generally available within the industry or becomes generally available to the public or enters the public domain other than as a result of the unauthorised disclosure by the Receiving Party or its representatives or advisers; or
- 3.2 is or becomes available to or in the possession of the Receiving Party free of any restrictions as to its use or disclosure prior to or after its being furnished by the Disclosing Party under this Agreement, provided that the source of such

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Chhatrapati Shahu Maharaj Shikshan Sanstha's
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DIRECTOR

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Kanchanwadi, Aurangabad.

information has the legal right to use and disclose it and is not subject to any agreement or other duties relating to confidentiality in respect of it; or

- 3.3 is required to be disclosed pursuant to governmental or legal requirements.
4. The Receiving Party may return Confidential Information, or any part thereof, to the Disclosing Party at any time regardless of termination of this Agreement.
 5. It is hereby agreed that all Intellectual Property Rights which exist in the Confidential Information disclosed by the Disclosing Party to the Receiving Party shall belong to and shall be retained by the Disclosing Party. Nothing in this agreement shall prevent the Disclosing Party from using or developing the Confidential Information belonging to the Disclosing Party with other third parties.
 6. This Agreement shall not be construed as granting the Receiving Party expressly or by implication any right under patents, copyright or other form of Intellectual Property Right belonging to the Disclosing Party in respect of the Confidential Information, the ownership of which shall remain vested in the Disclosing Party at all times.
 7. The Receiving Party acknowledges that any breach, manipulation/interpolation, etc. of the provisions of this Agreement or of the Confidential Information shared by the Disclosing Party could result in significant economic losses by or damages to the Disclosing Party. The Receiving Party agrees to indemnify the Disclosing Party in respect of all losses and damages which the Disclosing Party may suffer or incur as a result or in any way arising out of any breach by the Receiving Party of the provisions of this Agreement.
 8. The Receiving Party agrees that monetary damages would not be a sufficient remedy for any breach of this agreement by it. In the event of any breach or threatened breach of this agreement, The Receiving Party acknowledges that the Disclosing Party shall be entitled to apply for and have specific performance and/or injunctive relief as well as all other remedies (including damages) provided by law.
 9. Neither party shall assign or transfer any of its rights or obligations under this Agreement without prior written consent of the other.
 10. This Agreement may be terminated by either party on 30 days' written notice.
 11. The Agreement shall be effective from the Effective Date and continue until terminated as per the terms of this Agreement. The obligation of confidentiality under this Agreement shall survive the termination of this Agreement.
 12. This Agreement constitutes the entire understanding between the parties and supersedes all prior communications (whether written or oral) between the parties with respect to or in connection with any of the matters or things to which this Agreement applies. It may not be amended, unless in writing and signed by a duly authorised representative of both parties.
 13. This Agreement shall be governed by and construed in accordance with the laws of India and the parties agree to submit to the jurisdiction of the Courts at Mumbai alone.



C. J. S.
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Chhatrapati Shahu Maharaj Shikshan Sanstha's
Dental College & Hospital
Kanchanwadi, Aurangabad.



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DIRECTOR

Chhatrapati Shahu Maharaj Shikshan Sanstha's
Dental College & Hospital
Kanchanwadi, Aurangabad.

IN WITNESS WHEREOF the parties have executed this Agreement on the date set out above.

SIGNED for and on behalf of
C.S.M.S.S.Dental college & Hospital

SIGNED for and on behalf of
Colgate-Palmolive (India) Limited

Jyoti Magare

Kshitij Satardekar

Name: Dr Jyoti Dasharath Magare
Title: Asso.Professor,
Dept of Microbiology,
C.S.M.S.S Dental College

Name: Kshitij Satardekar
Title: Research Scientist,
India-GTeD,
Colgate Palmolive (I) Ltd

In the presence of :

In the presence of :

Dr Lata Kale

Neelima Utgikar

Name: Dr Lata Kale
Designation: Dean & HOD
Oral Medicine, Diagnosis & Radiology
C.S.M.S.S Dental College

Name: Neelima Utgikar
Designation: Technology Manager,
India-GTeD,
Colgate Palmolive (I) Ltd



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Chhatrapati Shahu Maharaj Shikshan Sanstha's
Dental College & Hospital
Kanchanwadi, Aurangabad.



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[Signature]
DIRECTOR

Chhatrapati Shahu Maharaj Shikshan Sanstha's
Dental College & Hospital
Kanchanwadi, Aurangabad.