



CONFIDENTIALITY DISCLOSURE AGREEMENT (CDA)

This NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into this 26-4-2023 (the "EFFECTIVE DATE") by and between,

INFOCLIN CONSULTANCY, a Site Management Organization, the principal address of which is 771Y/1, Ibrahimpur Road, Jadavpur, Kolkata, West Bengal, 700032, India;

AND

Dr. DR. NARSHETTY G.S., Designation DEAN
_____, Department _____
_____ having _____ his/her _____ address _____ at
MGM MEDICAL COLLEGE KAMOTHE
City: NAVI MUMBAI, Pincode: 410209, State: MAHARASHTRA
India, here in after referred to as the "Receiving Party/ Investigator"

- A. Whereas INFOCLIN CONSULTANCY is engaged in conducting clinical trials and providing clinical trial management related services to the clients.
- B. Whereas INFOCLIN CONSULTANCY has approached Dr. NARSHETTY G.S., Designation DEAN, MGM Medical College, Navi Mumbai to participate as an Investigator in the clinical trials.
- C. Whereas INFOCLIN CONSULTANCY is ready to share the Investigator certain information on the Study and Study Substance that is non-public, confidential and proprietary to INFOCLIN CONSULTANCY, for the purpose specified herein above with the clear understanding that the same should be used by the Investigator and all persons delegated for duties by him/her only for the limited purpose of the Agreement.
 1. All information (technical or non-technical), whether in oral, written, electronic including but not limited to data, drug formula, processes, research and development information, its know-how and planning or marketing strategies or any financial or other business information that is disclosed by or on behalf of a Party (hereinafter referred to as the "Disclosing Party") to the other Party of this Agreement (hereinafter referred to as the "Receiving Party") shall be termed as "Confidential Information".
 2. The Receiving Party agrees that it will not make use of, reproduce, disseminate, or in any way disclose to any person, firm or business, any Confidential Information of the Disclosing Party, except to the extent necessary for discussions and consultations related to the Study with personnel or authorized representatives of the Disclosing Party.
 3. Receiving party agrees to treat the Disclosing Party's confidential information with the same care as it would its own and to take all reasonable steps to prevent un-authorized disclosure of the other party's confidential information.
 4. Receiving Party shall advise its representatives about confidential and proprietary nature of Confidential Information of Disclosing Party and provide assurance that these representatives shall abide by terms of this Agreement.
 5. The obligations of this Agreement shall not apply to:

- a) Information which is already in the public domain or later becomes part of public domain.
 - b) Information received by the Receiving Party from source other than the Disclosing Party who has no obligation to maintain such information in confidence.
 - c) Information which was known to Receiving Party at the time of signing of this agreement and was not acquired from Disclosing Party.
 - d) Information which is required by Indian laws and regulations to be disclosed.
6. All Confidential Information and materials furnished to the Receiving Party by the Disclosing Party shall remain the property of the Disclosing Party, as appropriate. The Receiving Party shall promptly return to the Disclosing Party all documents and any tangible, intangible material or medium containing or representing such Confidential Information, upon the written request of the Disclosing Party.
 7. The Receiving Party shall not communicate any Confidential Information to any other party without the prior written consent of the Disclosing Party.
 8. If the Disclosing Party discloses confidential and/or proprietary information of a third party to the Receiving Party, the Disclosing Party must disclose to the Receiving Party the information and ensure that the Receiving Party will maintain the information as Confidential Information according to terms of this agreement.
 9. Nothing in this Agreement shall grant Receiving Party to use any Confidential Information of Disclosing Party except as an obligation to enter into any further business relationship without any adverse impact to Disclosing Party.
 10. The Receiving Party hereby acknowledges that all Confidential Information received from the Disclosing Party is owned solely by the Disclosing Party (or Disclosing Party's licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which might be difficult to ascertain. Accordingly, Receiving Party agrees that Disclosing Party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
 11. The Receiving Party shall comply with all the Data Privacy related requirements prescribed by applicable laws and implement administrative, physical and technical safeguards to protect personal/sensitive personal information that are no less rigorous than accepted industry practices.
 12. Both Parties acknowledge and agree that any disclosure leading to violation of this Agreement, will be detrimental to the Disclosing Party's business and cause it irreparable harm and damage.
 13. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, nationally recognized overnight courier service, facsimile transmission or by certified or registered mail. Notices shall be sent to the addresses set forth at the start of this Agreement or such other address as either party may specify in writing.
 14. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, and supersedes any other prior or contemporaneous agreements or understandings, whether written or oral. This Agreement may only be changed, amended or modified by written mutual agreement of authorized representatives of the parties. Nothing in this Agreement shall be construed as establishing any Joint Venture or Other business relationship or as Collaboration or representing any commitment by either party to enter into any agreement by



implication or otherwise and the Disclosing Party reserves the right, in its sole discretion, to terminate the discussions with the Receiving party at any time.
15. The agreement and obligations of confidentiality shall survive for 7 years or earlier if termination of this agreement is earlier by any of the parties on 30 days notice period.

For
INFOCLIN CONSULTANCY

By: Ranjana Datta.

Name: Ranjana Datta (Authorized Signatory)
Address: 77/1Y/1, Ibrahimpur Road
Jadavpur, Kolkata-700032
West Bengal, India

Agreed and Accepted:

By: _____

26/4/23
Name: Dr. Narshetty G.S.
Title: DEAN
Address: MGM Medical College, Kamothu
Navi Mumbai

Dean

MGM Medical College & Hospital
Kamothu, Navi Mumbai-410209