

**MOU**

**Abbott Healthcare Private Limited**

**And**

**SCEs Indira College of Pharmacy**

# MOU



**1. Confidential Information.** Subject to the limitations set forth in Section 2, all information disclosed by one party ("disclosing party") to the other party ("receiving party") shall be deemed to be "Confidential Information", including, without limitation, this Agreement and the Purpose of this Agreement, any trade secret, information, process, technique, algorithm, computer program (source and object code), design, drawing, formula or test data relating to any research project, work in progress, future development, engineering, manufacturing, marketing servicing, financing or personnel matter relating to the disclosing party, its present or future products or business, sales, subscribers, suppliers, clients, customers, employees, investors or business, supplied in written, graphic or electronic form and marked or conveyed to receiving party as confidential, and which disclosing party has authority to disclose.

**2. Exclusions.** The term "Confidential Information" does not include information which: (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available in the public domain; (b) is independently known by the receiving party at the time of receiving such information as evidenced by its written and dated records; (c) is hereafter obtained by the receiving party from a third party who was legally entitled to possess and disclose such Confidential Information; (d) can be proven to have been independently developed by the receiving party, as evidenced by contemporaneous written and dated records, without using any of the disclosing party's Confidential Information or breaching this Agreement; (e) is the subject of written permission to disclose provided by the disclosing party; (f) is furnished to a third party(ies) by the disclosing party without restrictions, similar to those herein, on the rights of such other third party(ies) or (g) disclosing party is not authorized in law or equity to disclose to receiving party.

**3. Restrictions/Obligations.** Each party agrees that during the Term (as defined in Section 6) of this Agreement it will: (i) only disclose Confidential Information to those employees and contractors with a need to know, provided, the receiving party binds such employees and contractors to terms at least as restrictive as those stated in this Agreement; (ii) not disclose any Confidential Information to any third party, without the prior written consent of the disclosing party; (iii) use Confidential Information only to the extent required to accomplish the Purpose; (iv) not reproduce Confidential Information in any form except as required to accomplish the Purpose; (v) not publish, reverse engineer, decompile, or disassemble any Confidential Information disclosed by the other party; and (vi) promptly provide the other party with notice of any actual or threatened breach of the terms of this Agreement. However, each party may disclose Confidential Information in accordance with a judicial or other governmental order provided that such party shall give the other party reasonable prior written notice prior to such disclosure so that the other party may seek a protective order or other appropriate remedy; in the event that no such protective order or other remedy is obtained, or the other party waives compliance with the terms of this Agreement, such party will furnish only that portion of Confidential Information which it is advised by counsel is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such Confidential Information.

**4. Ownership.** All Confidential Information (including copies thereof) shall remain the property of the disclosing party and shall be returned upon written request of disclosing party, during the validity of this Agreement or upon completion or termination of this Agreement, provided that receiving party may retain one copy for archival purposes. No rights or licenses to trademarks, inventions, copyrights, patents or trade secrets or other intellectual property rights are implied or granted under this Agreement. Neither party shall use for its own benefit or the benefit of any third party any information disclosed from access to or work with the other party's Confidential Information including, but not limited to, ideas, concepts, know-how or techniques.

**5. Disclaimer.** Confidential Information is delivered "as is", and all representations and warranties, express or implied, including fitness for a particular purpose, merchantability, are hereby disclaimed. No party is entitled to rely on the accuracy or completeness of any Confidential Information. Nothing hereunder shall commit or obligate or be legally binding on either Party to agree to any potential business relationship or to enter into any further agreement or negotiations with the

other or to refrain from entering into an agreement or negotiations with any third parties.

**6. Term.** This Agreement shall be valid for a period of two (2) years from the Effective Date hereof. This Agreement may be terminated by either party at any time upon thirty (30) days written notice to the other party. The termination of this Agreement shall not relieve either party of its obligations with respect to Confidential Information disclosed under this Agreement for a period of three (03) years after the date such Confidential Information is first disclosed.

**7. Equitable Remedies.** The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that each party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

**8. Publicity.** Neither party may disclose or make any public announcements about the existence or performance of this Agreement, the discussions between the parties or any other matter relating to the Purpose, whether in the form of press release or otherwise, without the other party's prior written consent; provided that the receiving party may share, or disclose about the existence of, this Agreement with its affiliates.

**8. Miscellaneous.** This Agreement constitutes the entire agreement between the parties and shall be governed by, and construed in accordance with the laws of India, subject to exclusive jurisdiction of the courts of Mumbai. Any addition or modification to the Agreement must be in writing and signed by both parties. References to a party under this Agreement shall include the majority owned or controlled entities of such party. Neither party has the right to transfer or assign its interests in this Agreement in whole or in part without the prior written consent of the other party. The failure of a party at any time to insist on performance of any provision of this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of this Agreement.

**AGREED TO BY:**

**ABBOTT HEALTHCARE PRIVATE  
LIMITED**

(Healthcare Solutions Division)

Sign: *[Signature]*

[Name] Dr. Ravi Raj Pillai

[Title] Sr. Director and Head, I & D, ERD

[Date] 12<sup>th</sup> Nov 2013

**SCES'S INDIRA COLLEGE OF  
PHARMACY**

Sign: *[Signature]*

[Name] Dr Arunha Joshi

[Title] Principal

[Date] 19<sup>th</sup> March 2013

## SUMMARY



*Shree Chanakya Education Society's*

## **Indira College of Pharmacy, Pune**

*"Redefining Pharmacy Education"*

**NAAC: B++**

Approved by PCI, AICTE, New Delhi, Affiliated to SPPU & MSBTE, Recognized by Govt. of Maharashtra

### SUMMARY

The company is interested in manufacturing and marketing the novel dental product developed by one of the faculty members, Dr. Madhur Kulkarni and her research group. Considering the interest of the company in translating the product to commercial scale, Dr. Madhur along with Ms. Meghna Dabhadkar has filed a product patent in March 2018. The patent specification is currently under examination. Once the patent is granted, further collaborative activity with the company will be continued.



Dr. Anagha M Joshi

**PRINCIPAL**

**Indira College of Pharmacy  
Tathawade, Pune - 411 033**

## Patent Information



### Shree Chanakya Education Society's Indira College of Pharmacy, Pune

"Redefining Pharmacy Education"

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(12) PATENT APPLICATION PUBLICATION (21) Application No.201821012037 A

(19) INDIA

(22) Date of filing of Application :29/03/2018

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(54) Title of the invention : A NOVEL THERMOREVERSIBLE COMPOSITION

(51) International classification	:A61K0009000000, A61K0047100000, A61K0008190000, A61Q0011000000, A61K0006000000	(71) Name of Applicant : 1) <b>Mr. Madhur C. Kulkarni</b> Address of Applicant :1-203, Samraya CHS, Shivteerth Nagar, Kothrud, Pune 411038, Maharashtra India
(31) Priority Document No	:NA	(72) Name of Inventor :
(32) Priority Date	:NA	1) <b>Mr. Madhur C. Kulkarni</b>
(33) Name of priority country	:NA	2) <b>Meghna Maudar Dabhadkar</b>
(86) International Application No	:NA	
Filing Date	:NA	
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(57) Abstract

Abstract Present invention relates to a novel thermoreversible composition for treating dentin hypersensitivity comprising at least one desensitizing agent selected from the group consisting of potassium nitrate, sodium fluoride, potassium oxalate, strontium fluoride, calcium carbonate, calcium phosphate and zinc chloride. The composition comprises of at least one grade of thermoreversible polymer selected from the group consisting of poloxamer 188, poloxamer 407 poloxamines 904, poloxamines 1107 and poloxamines 1307. Preferably poloxamer 407 solubilized in at least one vehicle selected from the group consisting of water, ethanol, and propylene glycol. At least one preservative selected from the group consisting of methyl paraben, propyl paraben, sodium benzoate and lactic acid at a percentage ranging from 0.01 to 0.5% is present in the composition. The composition is characterized in that ratio of said drug to thermoreversible polymer ranges between 1:3 and 1:15; ratio of said desensitizing agent to vehicle ranges from 1: 15 to 1: 50 and ratio of said preservative to vehicle ranges between 1:200 and 1: 10,000. The viscosity of said thermoreversible formulation ranges from 100 to 400 cps in the temperature range of 7-8 °C.

No. of Pages : 22 No. of Claims : 10

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