DATA RELEASE AGREEMENT

This Agreement is entered into this _____ Day of _____ by and between

Diabetes Registry Malaysia-An Audit Of Diabetes Control and Management,
(hereinafter "DRM-ADCM")

and

An individual or institution requesting for to release of data

(hereinafter "Requesting party")

WHEREAS, the Requesting party wish to request DRM-ADCM to release data for a specified purpose as set forth in the Application Form;

WHEREAS, in agreeing to this request, it shall be necessary for the DRM-ADCM to disclose confidential, sensitive or proprietary information to the Requesting party;

WHEREAS, the Requesting party desires to receive all such data, information and materials subject to the term and conditions set forth herein;

1. Requesting party agrees to abide by applicable regulation or legislation with respect to data confidentiality and patient rights.
2. Requesting party shall comply with the same requirements for information security such as those observed by DRM-ADCM.
3. Requesting party's obligation to maintain confidentiality continues indefinitely.
4. Requesting party shall not purposely disclose confidential, sensitive or proprietary information received from DRM-ADCM to other parties, except to individuals known to be authorized to receive such information. Such individuals shall act with due care to avoid the inadvertent disclosure of such information to anyone else.
5. All confidential, sensitive or proprietary material shall be used for the purposes set forth and for no other purpose without the prior written consent of the DRM-ADCM.
6. All confidential, sensitive or proprietary material shall remain the exclusive property of the DRM-ADCM and shall be promptly returned or destroyed upon request of DRM-ADCM.
7. Requesting party shall notify in writing the Chairperson of DRM Governance Board when the data are disposed of, returned to DRM-ADCM or destroyed upon request of the DRM-ADCM.
8. Requesting party shall ensure that no publication of results will enable any individual to be identified.
9. Requesting party agrees not to contact persons or their relatives whose identities have been provided in confidence by DRM-ADCM unless a written authorization to do so has first been obtained from the treating physician or cardiologist.
10. Where appropriate, Requesting party shall seek approvals by ethical committees for the intended use of the data the Requesting party is seeking from DRM-ADCM Where such approval has been obtained, the Requesting party shall inform DRM-ADCM.

11. Requesting party shall provide the Chairperson of DRM-ADCM Governance Board with an annual status report on the data.
12. Requesting party shall provide Chairperson of DRM-ADCM Governance Board with a copy of all published results when accepted for publication or, if not published, all pertinent results at the time of disposal of the data.
13. Requesting party shall state in all published results that the analysis and interpretation are those of the author and not DRM-ADCM.
14. Requesting party shall give due acknowledgement to the DRM-ADCM for the provision of the data.
15. DRM-ADCM reserve the right to charge Requesting party a processing fee, such amount to be determined.
16. Requesting party agrees that any breach of this Agreement may result in irreparable injury and damage to the DRM-ADCM that may not be adequately compensated in monetary terms, and for which there may be no adequate remedy at law. Requesting party therefore gives consent and agrees that the DRM-ADCM shall obtain injunctions, orders or decrees as may be necessary to protect information, material or data that the DRM-ADCM considers and treats as confidential, sensitive or proprietary.
17. No rights or licenses, expressed or implied, are hereby granted to Requesting party under or in any patents, know-how, copyrights, trade secret, or trademark of DRM-ADCM as a result of, or related to, this Agreement.
18. This Agreement and the relationship and subject matter thereof shall not be disclosed to any third party without the prior written consent of the DRM-ADCM.
19. The failure of the DRM-ADCM to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision of this Agreement.
20. This Agreement shall be constructed under the laws of Malaysia, and any action instituted pursuant to the terms of this Agreement shall be brought in the Court of Malaysia.

21. IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

Chairperson
of DRM Governance Board   Requesting party's name

By _____   By _____
Name: Name:

Title: Chairperson, DRM   Title:

Date: Date: