
DATA RELEASE AGREEMENT

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

Malaysian National Neonatal Registry,
(hereinafter “MNNR”)

and

An individual or institution requesting for to release of data

(hereinafter “Requesting party”)

For purpose:

WHEREAS, the Requesting party wish to request MNNR 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 MNNR 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 MNNR.
3. Requesting party’s obligation to maintain confidentiality continues indefinitely.
4. Requesting party shall not purposely disclose confidential, sensitive or proprietary information received from MNNR 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 MNNR.
6. All confidential, sensitive or proprietary material shall remain the exclusive property of the MNNR and shall be promptly returned or destroyed upon request of MNNR.
7. Requesting party shall notify in writing the Chairperson of MNNR Governance Board when the data are disposed of, returned to MNNR or destroyed upon request of the MNNR.
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 MNNR unless a written authorization to do so has first been obtained from the treating paediatrician.

10. Where appropriate, Requesting party shall seek approvals by ethical committees for the intended use of the data the Requesting party is seeking from MNNR Where such approval has been obtained, the Requesting party shall inform MNNR.
11. Requesting party shall provide the Chairperson of MNNR Governance Board with an annual status report on the data, if relevant.
12. Requesting party shall provide Chairperson of MNNR 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 MNNR, unless it is a publication on behalf of the MNNR.
14. Requesting party shall give due acknowledgement to the MNNR for the provision of the data.
15. MNNR reserves 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 MNNR 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 MNNR shall obtain injunctions, orders or decrees as may be necessary to protect information, material or data that the MNNR 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 MNNR 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 MNNR.
19. The failure of the MNNR 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.

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

Requesting party's name

Chairperson
of MNNR Governance Board

By _____
Name:

By _____
Name:

Title:

Title: Chairperson, MNNR

Date: _____

Date: _____