

DATA RELEASE AGREEMENT

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

National Orthopaedic Registry of Malaysia,
(hereinafter “NORM”)

and

An individual or institution requesting for to release of data

(hereinafter “Requesting party”)

WHEREAS, the Requesting party wish to request NORM 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 NORM 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 NORM.
3. Requesting party’s obligation to maintain confidentiality continues indefinitely.
4. Requesting party shall not purposely disclose confidential, sensitive or proprietary information received from NORM 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 NORM.
6. All confidential, sensitive or proprietary material shall remain the exclusive property of the NORM and shall be promptly returned or destroyed upon request of NORM.
7. Requesting party shall notify in writing the Chairperson of NORM Governance Board when the data are disposed of, returned to NORM or destroyed upon request of the NORM.
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 NORM 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 NORM Where such approval has been obtained, the Requesting party shall inform NORM.

11. Requesting party shall provide the Chairperson of NORM Governance Board with an annual status report on the data.
12. Requesting party shall provide Chairperson of NORM 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 NORM.
14. Requesting party shall give due acknowledgement to the NORM for the provision of the data.
15. NORM 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 NORM 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 NORM shall obtain injunctions, orders or decrees as may be necessary to protect information, material or data that the NORM 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 NORM 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 NORM.
19. The failure of the NORM 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.

Chairperson
of NORM Governance Board

Requesting party's name

By
Name: _____

By
Name: _____

Title: Chairperson, NORM

Title:

Date: _____

Date: _____