

CONFIDENTIAL AND NON-DISCLOSURE AGREEMENT

A member to the National Renal Registry (hereinafter “Member”).

WHEREAS, in the course of the conduct of the NRR, it shall be necessary for the NRR to disclose confidential, sensitive or proprietary information to Member;

WHEREAS, Member desires to receive all such data, information and materials subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual benefits in furthering the interests of the parties, the parties agree as follows:

1. Member hereby agrees to abide by the “Confidential Rule”, as set forth in the Governance Manual of the NRR.
2. The information, material or data that the NRR considers and treats as confidential, sensitive or proprietary is defined in the Governance Manual of the NRR.
3. Member’s obligation to abide by the “Confidential Rule” continues indefinitely.
4. 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 NRR
5. All confidential, sensitive or proprietary material shall remain the exclusive property of the NRR and shall be promptly returned or destroyed upon request of the NRR.
6. This Agreement and the relationship and subject matter thereof shall not be disclosed to any third party without the prior written consent of the NRR.
7. The failure of the NRR to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision of this Agreement.

8. Member hereby agrees that any breach of this Agreement may result in irreparable injury and damage to the NRR that may not be adequately compensated in monetary terms, and for which there may be no adequate remedy at law. Member therefore gives consent and agrees that the NRR shall obtain injunctions, orders or decrees as may be necessary to protect information, material or data that the NRR considers and treats as confidential, sensitive or proprietary.
9. No rights or licenses, expressed or implied, are hereby granted to Member under or in any patents, know-how, copyrights, trade secret, or trademark of NRR as a result of, or related to, this Agreement.
10. This Agreement shall be construed 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.