

HYPERBARIC OXYGEN TREATMENT REGISTRY CONSORTIUM NEW MEMBER AGREEMENT

This Hyperbaric Oxygen Treatment Registry Consortium New Member Agreement (this "New Member Agreement"), effective as of _____ ("Effective Date"), is by and among _____, an _____ organized under the laws of Australia and located in _____, and the parties to the Amended and Restated Hyperbaric Oxygen Treatment Registry Consortium Agreement, dated as of November 15, 2016, as it may be amended from time to time (the "Consortium Agreement").

New Member wishes to participate in the Hyperbaric Oxygen Treatment Registry Consortium (the "Consortium"). In consideration for its participation in the Consortium, and except as set out below, New Member agrees to be bound by all of the covenants, obligations, terms and conditions applicable to Members contained in the Consortium Agreement.

Notwithstanding the foregoing, with respect only to New Member's participation in the Consortium, the Consortium Agreement shall be amended as follows:

1. For this purposes of this New Member Agreement, the term "Anonymised Member Data" means De-identified Member Data which has been further de-identified in accordance with the Privacy Act (as defined below) and any other applicable data privacy requirements, such that any information included therein is no longer about an identifiable individual or an individual who is reasonably identifiable.
2. Privacy Act. For the avoidance of doubt, the definition of "Data Security Regulations" as set out in the Consortium Agreement shall include the Australian Privacy Act 1988 (the "Privacy Act"). The parties agree that any data submitted to the Registry by or on behalf of New Member shall be de-identified before submission in accordance with the requirements of the Privacy Act, and therefore shall not constitute "personal information" thereunder. New Member shall remain responsible for ensuring that only Anonymised Member Data is provided to the Registry and agrees that the indemnification obligation set forth in Section 9.1.1 of the Consortium Agreement shall include the obligation of New Member to indemnify, defend and hold harmless Geisel/D-H and any other Member, as applicable, for any Losses resulting from any Claim related to the submission of any Member Data by or on behalf of New Member which has not been de-identified as such term is defined in the Privacy Act or other applicable data privacy requirements.
3. Conflict. In the event of a conflict between the Consortium Agreement and this New Member Agreement, the terms of this New Member Agreement shall control.
4. Research Ethics Committee. The definition of "IRB" as set out in the Consortium Agreement shall include a Research Ethics Committee or similar.
5. Monetary values. Dollar values are stated in American dollars and should be converted to the equivalent in Australian dollars.
6. Federal or state programs. The Consortium agreement mentions Medicare, Medicaid, and the General Services Administration. For the purposes of this agreement, this should also include Australian federal, state, or local programs that provide the same functions.

For purposes of this New Member Agreement, the parties intend and agree that a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this New Member Agreement and shall be given the same force and effect.

In witness whereof, New Member has caused this New Member Agreement to be executed by its authorized agent:

[_____]

Signature: _____

Name: _____

Title: _____

Date: _____

Address
for Notice: _____

Acknowledgement of New Member Admission:

Signatures of Steering Committee Co-Chair
(or Designee):

Signature of Steering Committee Co-Chair
(or Designee):

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____