



**PHYSICIAN AGREEMENT  
DIATECH ONCOLOGY  
Correlation of the Microculture Kinetic (MiCK) Apoptosis Test  
Results with Drug Treatment Results in Cancer Patients  
MASTER IRB STUDY**

Dear Dr. \_\_\_\_\_:

I am pleased that you have agreed to participate in outcome monitoring and research study with us described in the established protocol. We look forward to working with you and your associates.

This letter will serve as an agreement between you and DiaTech Oncology Corporation (DiaTech) with its US Corporate offices at 9208 Heritage Dr., Brentwood, Tennessee 37027 on the following conditions and terms:

**A. PROTOCOL**

The protocol and details of the study are defined in the "Research Protocol" which defines patient requirements to be eligible for this study.

**B. TUMOR TYPES**

This agreement is to indicate my interest and willingness to collaborate on the DiaTech Oncology study in tumor oncology. Based on my experience and specifics of my oncology practice, I anticipate submitting for the study per year the following approximate number of specimens:

Tumors \_\_\_\_\_ per year (# of patient specimens)

**C. OUTCOME ANALYSIS**

In the patient's treatment, you agree to complete the Treatment Outcome Reporting documentation and submit to DiaTech as needed for study data to be complete.

**D. PAYMENT FOR PHYSICIAN TIME**

Participating physicians will be compensated according to their time contributed to the several phases of the study: 1) Preparation and communication of the pertinent clinical information (including but not limited to history, physical examination, operative note, pathology report, and treatment results) for any patient with successful test results obtained of the Mick assay (\$500); Payment of \$100 per 12 month period, per patient with a successful MiCK assay, for reporting of necessary study outcome and/or survival data. In order for a specimen to be compensated as part of the study, an initial test result must be obtained.

These payments are intended to cover the costs associated with the collection and reporting of outcome data to be used as research data in the study.

**E. TERM OF AGREEMENT**

This agreement is for two years commencing \_\_\_\_\_. This agreement may be terminated by you or by DiaTech upon written 30 Days notice for any reason.

**F. NON-DISCLOSURE AGREEMENT**

To assist you in participating in this study, you may be given proprietary information that DiaTech considers confidential. It is agreed that you will not disclose such information, material and data to third parties. You further agree to use such information only for the purpose of fulfilling your obligations under this agreement and if requested, to return all such confidential information to DiaTech. Your obligation of non-disclosure does not apply if the information is made publicly available through no fault of your own, if disclosure is required by law, or if written permission for disclosure is granted by DiaTech.

**G. CLINICAL DATA**

You agree to complete each report promptly. All such information and material shall become the property of DiaTech and may be freely utilized by DiaTech in any manner desired. You further agree to assist DiaTech representatives in resolving any discrepancies or errors in Reports and in performing audits of original case records, laboratory reports, diagnostic data and/or any other raw data sources of underlying data recorded in the Report.

**H. PATIENT CONSENT**

You have the responsibility to obtain the consent of the patient as required under Federal or State law for the release of patient information required to be submitted as part of this study.

**I. PUBLICATIONS**

DiaTech has the right to designate members of its staff as authors for papers reporting results of this Study. DiaTech also retains the right to invite study investigators and/or participating physicians to participate as authors.

**J. OTHER EMPLOYMENT/CONFLICT OF INTEREST**

You warrant that you are permitted to enter into this agreement and that the terms of this agreement are consistent with your present obligations of employment and other contractual agreements. You also warrant that no conflict of interest exists between any other entities, studies or technology and yourself concerning the intent and desire of this study and DiaTech's technology.

If this agreement is acceptable to you, please sign and date both copies of such and return them both to DiaTech and we will return a fully executed original to you for your records.

Your participation in this study is important to DiaTech and we look forward to working with you.

Sincerely,

**R. Garry Latimer**  
615 377 9668 office  
615 969 5520 cell  
CEO  
DiaTech Oncology

DATE: \_\_\_\_\_  
ACCEPTED BY:

\_\_\_\_\_, MD  
Physician Name

\_\_\_\_\_  
Physician Signature