# CHECKLIST FOR SITE AGREEMENTS WHICH HAVE BEEN DRAWN UP

# WITHOUT USING THE NZACRES TEMPLATE

# Please Note

***This checklist is not required when the NZ Standard Templates for Indemnity and Clinical Trial Research Agreement are used***.

1. Parties

	1. Confirm that it is “Hawke’s Bay District Health Board” that is named as the site and is the party to the agreement.

2. Performance Obligations

 2.1. Review all protocols, manuals and standards (collectively “performance obligations”) required to be complied with by the agreement.

* 1. Confirm that the research unit;
		1. has copies of the performance obligations;
		2. is familiar with the performance obligations: and
		3. can comply with the performance obligations.

3. Record Keeping

* 1. Review all record keeping and documentary obligations required by the agreement;
	2. Confirm that the research unit:
1. is familiar with those obligations;
2. will comply with those obligations; and
3. has the necessary forms and documents required by the agreement.
4. Insurance

	1. Review the insurance obligations required by the agreement;
	2. List the insurance requirements (if any) on the part of Hawke’s Bay District Health Board contained in the agreement.
5. Indemnity
	1. An indemnity clause should be included which indemnifies Hawke’s Bay District Health Board and its staff from liability. The following is an example of an acceptable clause:

 *“[name of sponsor/drug company as per agreement]* agrees to indemnify and hold harmless [*name of Hawke’s Bay District Health Board as per agreement*] as well as [*Hawke’s Bay District Health Board*] employees officers directors consultants and agents (collectively “the Beneficiaries”) from liability, claims, demand, losses, costs and/or expenses (including legal expenses) (“Liabilities”) that any of the Beneficiaries may incur, suffer, sustain or pay as a result of the Beneficiary being involved in the Trial. It is agreed that this indemnity shall not apply to any Liability which a Beneficiary incurs as a result of a breach of this agreement by any of the Beneficiaries or as a result of the willful misconduct of any of the Beneficiaries. The Beneficiaries seeking indemnification must permit [*the sponsor*] to assume the defence or conduct of any negotiations or proceedings in respect of a Liability provided that the lawyer engaged is reasonably acceptable to those Beneficiaries. The Beneficiaries seeking indemnification must co-operate with [*the sponsor*] in all reasonable respects with regard to such negotiations or proceedings provided [*the sponsor*] meets the Beneficiaries out of pocket expenses. The parties acknowledge that this clause is intended to confer a benefit on the Beneficiaries for the purposes of the Contracts (Privity) Act 1982.”

1. Confidentiality

6.1. Review the confidentiality obligations required by the agreement;

* 1. Confirm that the research unit is;
1. familiar with the confidentiality obligations (including any provisions dealing with public announcements); and
2. able to comply with the confidentiality obligations.
3. Termination
	1. Provide details of the termination provisions of the agreement;
	2. Confirm that Hawke’s Bay District Health Board has the ability to terminate the agreement simply by giving notice (without the requirement for there to be any default or other prerequisite).
4. Governing Law
	1. It is important that the contract is not subject to foreign law. The preferred clause is as follows:

“This agreement shall be governed by and construed in accordance with the laws of New Zealand and shall be subject to the jurisdiction of the High court of New Zealand:.