INDEMNITY FOR CLINICAL TRIAL

THIS INDEMNITY is provided on _____

By the Sponsor:

Name of Company: _____

Address: _____ (the "**Sponsor**")

Fax No.: _____

To the following Indemnitees:

(1) The Hospital Authority and the following Participating Hospital under the management and control of the Hospital Authority:

_____

(the "**Institution**").
Fax No.: _____

(2) Name of the Principal Investigator:

_____

(the "**Principal Investigator**").
Fax No.: _____

Together with their respective trustees, officers, agents, employees and students (collectively the "**Indemnitees**" and individually the "**Indemnitee**").

WHEREAS

(A) The Sponsor wishes to carry out the following clinical trial through the Institution and the Principal Investigator:

Title: _____ (the "**Study**")

Study Protocol No.: _____ (the "**Study Protocol**")

on human subjects (the "**Study Subjects**").

(B) The Institution and the Principal Investigator agree to carry out the Study on the terms and conditions under a separate agreement (the "**Agreement**") provided that this Indemnity is given by the Sponsor.

NOW, THEREFORE, in consideration of the agreement of the Institution and the Principal Investigator to conduct the Study, the Sponsor agrees to provide indemnity to the Indemnitees as follows:

1. (a) Subject always to Clauses 2(b), 3(a) and 4, the Sponsor shall indemnify and hold harmless the Indemnitees and each of them from any and all losses, damages, costs (including legal costs), expenses, liabilities, claims, demands, actions, prosecutions, judgments which any of the Indemnitees may suffer or incur (the "**Claim**") arising out of or in connection with the Study or the Agreement, or any breach of the Sponsor's obligations under the Agreement or any default, act, omission, negligence or statement of the Sponsor, its officers, agents, employees or sub-contractors in connection with or in relation to the subject matter of the Study.

   (b) This Indemnity extends to reimbursement of all reasonable legal costs that the Hospital Authority may incur as a result of participating in, or in connection with, or arising out of the Study, as follows:

      (i) reporting any death during the Study to the Coroner under the Coroners Ordinance, dealing with the Police investigation, and preparing for and attending any Death Inquest and/or hearing arising out of or in connection with such reporting;

      (ii) dealing with the media, the Medical Council, government or statutory authority or any inquiry commissioned by government or statutory authority.

(c) This Indemnity also extends to reimbursement to the Hospital Authority of the actual costs that it may incur in providing treatment to any Study Subject or any of the Indemnitees which treatment would not have been necessary but for their participation in the Study.

2. (a) For the purposes of Clause 1(a), the Sponsor will at the Sponsor's sole expense provide the Indemnitees with a lawyer acceptable to the Indemnitees to deal with the Claim Provided Always that such lawyer must be retained on the basis that he will act in accordance with the Indemnitees' reasonable instructions. If the lawyer provided by the Sponsor does not act in accordance with the relevant Indemnitee's reasonable instructions or if a conflict of interest arises between the Sponsor and the relevant Indemnitee, such Indemnitee shall have the conduct of the Claim and shall have the right to instruct its own lawyer at the Sponsor's expense subject to the Sponsor's written approval which approval shall not be unreasonably withheld.

(b) The Indemnitee shall not in any event admit liability, compromise, settle or take any action prejudicial to the defence of any Claim without the prior written approval of the Sponsor which approval shall not be unreasonably withheld.

(c) In the event that the Sponsor confirms in writing that Clause 4 below is not applicable and it will provide a full indemnity to the Indemnitees, then the Sponsor shall have full conduct of the Claim Provided Always that the Sponsor shall not admit liability on behalf of the relevant Indemnitee in any event.

3. (a) The Indemnitees shall notify the Sponsor within 60 days after becoming aware of any Claim or event under Clause 1 provided that the Institution may notify on behalf of the Principal Investigator and the other Indemnitees.

(b) Without prejudice to any rights under this Indemnity, the parties agree to provide reasonable assistance to each other in dealing with any Claim or event under Clause 1.

4. The indemnity under Clause 1 does not apply to the extent that it is proven to have been caused by the negligence, malpractice or violation of the Study Protocol by any of the Indemnitees. In such event, the Sponsor shall only be liable for such proportion which is not caused by such negligence, malpractice or violation of the Study Protocol.

5. (a) This Indemnity shall be governed by and construed in accordance with the laws of Hong Kong. The application of the Contracts (Rights of Third Parties) Ordinance is expressly excluded and no person who is not a party to this Indemnity shall be entitled to enforce any right or term of this Indemnity pursuant to the Contracts (Rights of Third Parties) Ordinance.

(b) Any notice to be served on the other party for the purpose of this Indemnity shall be deemed served if faxed to the number specified in this Indemnity with the correct answerback.

(c) The singular shall include plural and vice versa.

(d) The Sponsor undertakes to send a copy of this duly signed Indemnity to the Hospital Authority Head Office (Fax No. 2882 5462).

IN WITNESS whereof the parties or their authorized representatives have set their hands the day and year first above written.

Signed for and on behalf of the Sponsor:	Signed for and on behalf of the Institution and its Principal Investigator:
_____	_____
Name of Sponsor:	For Hospital Chief Executive/Cluster Chief Executive