

Site License Agreement

THIS SITE LICENSE AGREEMENT ("Agreement") is made this ___ day of _____, 2007, by and between _____, a _____ corporation with an office at _____ ("_____"), and the _____ ("_____").

WHEREAS, the _____ desires to utilize from time to time _____ warehouse facility in the Town of _____, _____ ("Warehouse") for storage and distribution of items received by or on behalf of the _____ from the Strategic National Stockpile, and as listed in the _____ Strategic National Stockpile Plan;

WHEREAS, _____ is willing to grant a site license to the _____ for said purpose on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and with the understanding on the part of the _____ that _____ is relying on this Agreement in agreeing to allow the use of its Warehouse, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS. As used in this Agreement, the following terms have the meanings indicated below:
 - a. _____ means the _____ State Police
 - b. Stockpile means the assets from the Strategic National Stockpile.
 - c. Strategic National Stockpile means the national repository of antibiotics, chemical antidotes, antitoxins, life-support medications, intravenous administration and airway maintenance supplies, and medical or surgical materiel for use in a declared biological or chemical terrorism incident or other major public health emergency.
 - d. Point of Dispensing is a location where pharmaceuticals and other medications are distributed to end users; these facilities may range from small clinics to large operations with multiple staging and operation areas; these facilities may also support a range of methods of distributing drugs and medications to the patients.
2. SITE REQUIREMENTS. _____ agrees to make available to the _____ an area of the Warehouse that meets the following criteria:
 - a. _____ (_____) square feet of dry storage space for palletized product.
 - b. A minimum of _____ square feet up to a maximum of _____ square feet cold storage space, between 2°C and 8°C (35.6°F and 46.4°F).
 - c. _____ (_____) doors and dock bays.
 - d. Parking for up to _____ (_____) _____ staff.
 - e. Five hundred (500) square feet for office space equipped with electrical outlets and four (4) telephone lines.
3. NOTICE. The _____ agrees to give _____ notice before entering the Warehouse as follows:

- a. Seventy-two (72) hours notice prior to conducting routine visits for planning purposes.
- b. At a minimum, twelve (12) hours notice prior to arrival at the Warehouse for emergency operations.

4. COOPERATION.

- a. _____ agrees to provide _____ personnel with a twenty-four/seven (24/7) facility contact list. The contact list should, at a minimum, provide contact information for a primary contact and a backup.
- b. _____ agrees to assist the _____ with quarterly testing of this contact list.
- c. _____ agrees to participate, when appropriate, in _____ training exercises involving the site.
- d. In the event of an emergency, _____ agrees to provide personnel to operate material handling equipment, such as, forklifts, pallet jacks, loading docks, etc., but only if the provision of such personnel would not interfere with _____ continued efficient distribution of food.
- e. _____ agrees to allow the _____ to set up a security perimeter around the Warehouse and to co-locate in the guardhouse at the entrance to the site.
- f. _____ agrees that _____ has the right to enter the designated, secured storage space as necessary, in order to provide the continued efficient distribution of food.
- g. _____ agrees that no portion of the Warehouse shall be used as a "Point of Dispensing" facility as that term is defined herein.
- h. _____ will assume and retain full and exclusive responsibility for SNS Items, and for the security thereof, at all times, and, in the event of a dispute regarding the disposition of SNS Items between the state and any state, federal or local agency, _____ shall follow the order of any court of competent jurisdiction or, if there be no such order, then the direction of the _____ of the _____, or his or her designee, regarding said disposition. _____ shall be under no obligation to return, relocate, store or warehouse SNS Items.

5. TERMINATION. This Agreement shall expire on _____. Notwithstanding the foregoing, _____ may, at its sole discretion, terminate this Agreement with a minimum of six (6) months' notice to the _____.

6. CONFIDENTIALITY. Neither party shall disclose the nature, purpose, or terms of this agreement unless required to do so by state or federal law.

7. INDEMNIFICATION. Each party agrees to indemnify and hold the other party harmless from and against and with respect to any and all liability, claims, losses, damages, costs, fines, penalties, or expenses of any kind (including attorney fees and disbursements) incurred by the other party as a result of, or arising out of, any negligent act, omission, or intentional act by the party from whom indemnity is sought, or by the employees, agents or invitees of such party.

A party seeking indemnification pursuant to this section shall notify the party from whom indemnity is sought in writing with respect to the assertion of any claim, or the commencement of any suit, action or proceeding by any party in respect of which indemnity may be sought under this Agreement, within ten (10) business days of the assertion or commencement of such action or claim. The party seeking indemnification agrees to cooperate with the indemnifying party in the defense of any such suit, action or proceeding, and to allow the indemnifying party to control the defense thereof where the indemnifying party is responsible for the entire claim. The obligation of indemnification under this Agreement shall survive the termination of this Agreement.

- 8. SEVERABILITY. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of the Agreement or the applicability of such provision to persons other than those to whom it is held invalid or unenforceable is not to be affected and each provision of this Agreement is valid and enforceable to the fullest extent permitted by law.
- 9. MODIFICATION. No modification, supplement, or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof nor shall such waiver constitute a continuing waiver.
- 10. NOTICES. All notices required or permitted to be given hereunder shall be given in writing, unless specified otherwise herein, either by overnight delivery, messenger service or registered or certified mail to the address of the other party set forth below:

_____: _____

with a copy to: _____

_____:

Notice sent by registered or certified mail shall be effective from and after the expiration of three (3) business days after such deposit or as of earlier actual receipt. Notice given in any other manner shall be effective only if and when received by the party to be notified. Each party hereto shall have the right from time to time to change its address by giving not less than ten (10) days prior written notice to the other party.

11. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the _____, without giving effect to principles of conflicts of laws.

IN WITNESS HEREOF, the parties hereto, intending to be bound hereby, have executed this Agreement as of the date first written above.