

MAGI Legal Glossary

Version 1.0 August 14, 2005

These definitions are NOT part of the MAGI model clinical trial agreement. The definition of legal terms varies by jurisdiction and situation.

Act, Intentional. An act made deliberately, but not necessarily with the expectation that harm will be caused.

Act, Willful. An act made deliberately or knowingly and often in conscious violation or disregard of the law, duty, or the rights of others.

Act, Reckless. An act that creates a substantial and unjustifiable risk to others, with a conscious and sometimes willful disregard for, or indifference to, that risk.

Agent. Someone who is authorized to legally bind someone else, e.g., in a contract.

Assignment. The transfer of contractual rights. Assumption of duties is assumed.

Delegation. The transfer of contractual duties, but delegating party retains obligation to perform.

Disclaimer. A denial of responsibility or limitation of rights.

Doctrine of Impossibility. A party may obtain release from a contract if performance has become impossible or totally impracticable through no fault of that party.

Express Warranty. A warranty created in a contract by a statement of fact (e.g., a description) that is part of the consideration in the contract.

Expiration. When the end date of an agreement is passed.

Implied Warranty. A warranty that is not expressly stated but that is recognized or imposed by the law based on the nature of the transaction.

Malfeasance. A wrongful or unlawful act involving or affecting the performance of one's duties

Misconduct. Intentional or wanton wrongful but usually not criminal behavior.

Negligence. The failure to exercise a reasonable degree of care under the circumstances, resulting in an unintended injury to another party.

Negligence, Gross. An extremely careless act or omission that is willful or constitutes reckless disregard for the consequences to the safety or property of another.

Representation. A statement that something, usually in the past or present, is true.

Termination. When a party to an agreement ends the agreement prior to the end date.

Warranty. A statement that the warrantor will stand behind something, which may or may not be true.

Online Legal Dictionaries:

<http://dictionary.law.com/>

<http://dictionary.lp.findlaw.com/>

<http://www.duhaime.org/dictionary/diction.aspx>

<http://www.nolo.com/glossary.cfm>

<http://www.wwlia.org/diction.htm>