

## **UNIVERSITY INDEMNIFICATION POLICY**

NEW JERSEY INSTITUTE OF TECHNOLOGY (NJIT) will defend, indemnify and hold harmless its Trustees, Overseers, Officers, faculty and staff employees (Party(ies)) from and against any and all expenses, judgments, costs or other liabilities, including attorney's fees and disbursements, arising out of any and all action(s) or omission(s) while performing services in good faith and within the scope of their responsibility(ies) and authority(ies) on behalf of NJIT.

This covenant shall be maintained to the fullest extent practicable, consistent with law, so long as the expense(s) and/or liability(ies) attributed to a Party are not the result of intentionally and maliciously tortious conduct, gross negligence, or wanton, willful violation and/or wanton, willful disregard for NJIT policy(ies) and/or procedures(s) and/or the law. Nor shall it extend to action(s) or omission(s) by an otherwise covered party where and when rendering professional services within the expertise for which employed or appointed but not within the regular or preauthorized scope of employment or appointment. Nor shall it extend, to the extent that action(s) or omission(s) of any party, otherwise covered, is/are indemnifiable under insurance(s) applicable to the party. Nor shall it extend to defense and/or indemnification of a Party in an internal NJIT proceeding. Neither shall defense and indemnification extend to any claim or cause of action in which NJIT is an adverse party.

Defense and Indemnification hereunder are conditional upon defendant's full and unequivocal priority assistance, disclosure, and cooperation on a continuing basis with NJIT's General Counsel's Office and Office of the Vice President for Administration and Treasurer, from inception of defense through finality and closure of that matter for which defended and/or indemnified. This cooperation shall include but shall not be limited to the following processes:

1. Service of Process of Legal action against a potentially covered party must be delivered to the Office of General Counsel within five (5) working days of receipt of service of such legal action by the party, along with a written request for defense and indemnification.
2. NJIT shall be formally given the absolute right to take charge of and fully control the proceeding(s) for which defense and/or indemnification is afforded, including the right to appoint counsel and direct and/or settle the proceeding(s) in the discretion of NJIT or its assignees, as it deems appropriate following advance notice to the indemnification party, except that a party may decline settlement as it pertains to that party in his/her individual capacity in which case the right to indemnification, including accrued and pending costs and liabilities associated therewith, shall cease.
3. The Party(ies) otherwise covered hereunder and seeking defense and indemnification shall provide such covenants and/or execute such representation agreement and additionally any and all derivative release(s) as required by NJIT and relating and limited to the acts or omissions of any and all persons or other

legal entities that are directly or collaterally related to the causes of action enabling indemnification hereunder.

This policy and its applicable parameters also applies to students of NJIT while engaged in approved academic programs and while engaging in NJIT directed or formally authorized services or academic conduct in furtherance of approved curricula and/or the best interests of NJIT. This policy and its applicable parameters also applies to volunteers who, with prior written authorization of the Board of Trustees or President and pursuant to such authorized direction, are providing services, in good faith, for and in the best interests of NJIT.