

Le Moyne College

Employee Indemnification Policy

Le Moyne College shall furnish an employee of the College with legal defense through legal counsel selected by the College and with payment of judgments, fines, penalties, settlements and any other expenses actually and reasonably incurred in connection with an actual or threatened civil, criminal, administrative or investigative action, claim, or proceeding (an "Action") brought against such employee by reason of being an employee of the College or serving at the College's request as a member of or representative to an entity outside the College.

Defense and/or payment under this Policy shall be available only if all of the following conditions are met to the satisfaction of the College in its sole discretion:

- The employee's actions or omissions were within the scope of his or her College duties and authority.
- The employee's actions or omissions were in good faith, and in a manner reasonably believed to be lawful and in the best interests of the College.
- The acts or omissions did not constitute dishonesty, gross negligence, recklessness, willful misconduct, or the intentional infliction of harm, and the employee did not receive any financial profit or advantage to which he/she was not legally entitled. Notwithstanding the preceding sentence, an employee's intentional infliction of harm in protecting life or safety, in furtherance of security, or under similar circumstances shall not be grounds for denying him or her the benefits of this policy, provided that (a) such actions are reasonably believed by the employee to be permitted by applicable law and College policies, procedures and protocols, and (b) all other requirements of this policy are met.
- The original or a copy of any summons, complaint, notice, demand, letter, or other document or pleading in the Action, or a writing setting forth the substance of any claim, complaint or charge made orally, was delivered to the College's Finance Department (or in cases involving employment practices, to the Office of Human Resources) within seven days after receipt of such document, oral claim, complaint, or charge, with a specific request in writing that the College represent the employee.
- The employee cooperates continuously and fully with the College in the defense of the Action.

The protection in this Policy shall not extend to:

- Consulting or other outside professional or business activities for which the employee or an entity with which he or she is affiliated is entitled to receive compensation exceeding reasonable expenses from a party other than the College.
- Acts or omissions while an employee is on an unpaid leave of absence from the College.
- Actions that an employee may affirmatively initiate or propose initiating against any other person or entities.

- Any action to the extent that the damage or loss is indemnifiable under any insurance which is in force and covers the employee.
- Members of a collective bargaining unit at the College, except to the extent that indemnification rights have been incorporated into a collective bargaining agreement.
- Trustees or Officers of College.
- Any indemnification prohibited by law.

The benefits of this Policy shall not enlarge the rights, which would have been available to any third party plaintiff or claimant in the absence of this Policy.

Le Moyne College reserves the right to change or withdraw this Policy in its sole discretion, except as to claims based on acts or omissions, which occurred before the change or withdrawal of the Policy. Notice of any change or withdrawal shall be published in a publication of general circulation at the College.

Date: March 1, 2012