

# SPRINGFIELD COLLEGE

## INDEMNIFICATION POLICY

### **I. Purpose:**

The purpose of this Indemnification Policy (the “Policy”) is to provide legal defense and indemnification to eligible individuals of Springfield College (the “College”) with respect to claims that arise within the scope of College employment and/or the performance of authorized duties.

### **II. Scope:**

This Policy applies to all employees of the College.

This Policy does not apply to members of the Board of Trustees, including any employee concurrently serving in such capacity, with respect to acts or omissions arising out of the performance of trustee responsibilities. The indemnification of these persons is governed by Commonwealth of Massachusetts law and the College’s Bylaws, and shall be subject to such procedures as the Board of Trustees may adopt from time to time.

### **III. Policy:**

The College will defend, indemnify and hold harmless its employees and others as referenced above (a “Party”) from and against any and all expenses, judgments, costs or other liabilities, including attorneys’ fees and disbursements, arising out of any and all actions or omissions while performing services in good faith and within the scope of their responsibilities and authority on behalf of the College.

This defense and indemnification shall be maintained to the fullest extent practicable, consistent with law, so long as the expense and/or liability attributed to a Party is not the result of: i) intentional and malicious conduct; ii) gross negligence; iii) recklessness; or iv) wanton, willful violation and/or disregard for College policies, procedures and/or the law.

In addition, this Policy shall not extend to: i) the defense and/or indemnification of a Party in an internal College proceeding; and ii) any claim or cause of action in which the College is an adverse party.

Defense and indemnification under this Policy is conditional upon the Party’s assistance and cooperation on a continuing basis with the College’s Office of General Counsel, which cooperation shall include but shall not be limited to the following:

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.
2. The College shall be given the right to fully control the proceedings for which defense and/or indemnification is afforded, including the right to appoint counsel and direct and/or settle the proceedings in the discretion of the College.
3. The Party shall execute any required representation agreements and any settlement agreements, releases and/or other documents as required by the College.

Decisions on the extent of eligibility for defense and/or indemnification, and the selection of counsel, are made on a case-by-case basis in accordance with this Policy by the College's Office of General Counsel, in consultation with the College's President, after an investigation into the facts.

**IV. Responsible Party/Contact:**

Questions regarding this Policy should be directed to:

Christopher M. Neronha, Esq.  
General Counsel  
Marsh  
PH: 413-748-3746  
[cneronha@springfieldcollege.edu](mailto:cneronha@springfieldcollege.edu)

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Approved by:	President & President's Cabinet
Date Adopted:	September 8, 2015
Date Effective:	September 8, 2015