

Guidelines on Legal Representation

This guidance is intended to supplement the University's Policy on Legal Representation of Faculty and Staff, which is found at [LINK](#). Consistent with that policy, the University will provide legal representation and protection from liability, in accordance with the terms of its Bylaws and applicable policies and procedures, to faculty and staff (hereafter "employees") who become involved in claims or suits arising from authorized University activities that fall within the scope of their employment.

Employees requesting protection from liability must provide the University with timely notice of any claims or suits, as set forth in the [Procedures Governing Summonses, Subpoenas, Lawsuits, Notices, and Letters from Lawyers](#). [LINK](#)

After an employee has made a request for representation, the University will make an initial assessment whether the claim or suit arose from authorized University activities that fall within the scope of the employee's employment and further whether protection is permitted by the Bylaws. In determining whether this protection is permitted by its Bylaws, the University must make an initial determination that the employee acted in good faith, in a manner that he or she reasonably believed to be in the best interest of the University, and acted without gross negligence or willful misconduct.

Protection from liability will not be provided to employees for claims in which the individual is adverse to the University. For example, if an individual sues the University or serves as a witness against the University in a proceeding, he or she will be considered "adverse" to the University. In addition, personal indemnification by the University may not be available when any damage or loss is covered by or indemnifiable under insurance covering the employee.

If the University determines that providing protection is appropriate, the employee will be provided with a Legal Representation Agreement, which he or she must sign and comply with, including providing the University and its counsel with full assistance and continuous cooperation throughout the defense of the covered claim. The University will control the manner in which such protection is provided, including, without limitation, the decision to retain counsel, selection of counsel, strategy decisions and settlement negotiations. The University may determine at a later point in the defense of a claim that its initial assessment was erroneous and that protection from liability is not permitted by the Bylaws.

The University may require that employees reimburse the University for expenses incurred, including court costs and reasonable attorney's fees if:

- (1) there is a determination by a judge or a jury

- (a) that the injuries complained of in the claim did not arise out of an act or omission occurring during the performance of the employee's duties, within the scope of employment and arising from authorized University activities; or
 - (b) that the acts or omissions were malicious or grossly negligent; or
- (2) there is a determination by the University that the information the employee provided to the University was incomplete or either materially false or misleading.

If judgment is rendered against an employee in his or her personal capacity (as a result of an employee individually being a party to a lawsuit) or if as part of a settlement agreement the employee is required to make a payment, the University will not automatically be responsible for payment of the judgment or settlement cost. Upon written request, however, the University, in its discretion, may pay any judgment, provided that the information the employee provided to the University was complete and neither materially false nor misleading.