

Roger Williams University Indemnification Policy

Roger Williams University (RWU) will defend, indemnify and hold harmless its Trustees, Directors, 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 RWU.

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 [1] intentional and malicious conduct that is tortious, [2] gross negligence, or [3] wanton, willful violation and/or wanton, willful disregard for RWU policy(ies) and/or procedure(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 preauthori

This policy and its applicable parameters also applies to students of RWU while engaged both in approved academic programs and in RWU directed or formally authorized services pursuant to and within the scope of defined activities deemed by RWU to be in the best interests of RWU. This policy and its applicable parameters also applies to volunteers who, with prior written authorization of the President and pursuant to and within the scope of such authorized direction, are providing services, in good faith, for and in the best interests of RWU.