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**Protection Policy Statement With Respect To Employees,  
Governors, Senators, And Officers**

**POL-F.1.7**

University Secretariat

**Policy**

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**1.0 Purpose**

- 1.1 The University will defend, negotiate or settle claims in which an employee's negligence is alleged, provided that the Employee has acted within the scope of his/her employment, including the participation by Employees in authorized extra-curricular activities and other authorized non-teaching duties which are part of the normal employer-employee relationship between the University and such Employees.
- 1.2 The University will defend, negotiate or settle any and all claims in respect of any act, deed, matter or thing made, done or permitted by a Governor in the execution of the duties of his/her office or in relation to the affairs of the University.
- 1.3 Whenever the University does defend an Employee pursuant to the aforementioned, the University shall have the general conduct of the action.

**2.0 Applicability**

- 2.1 University-wide

**3.0 Definitions**

- 3.1 In this policy statement, a reference to the term "Governor" includes a reference to a "Senator" or an "Officer" except where the context indicates otherwise."

**4.0 Implementation**

- 4.1 EMPLOYEES:
  - 4.1.1 The University further agrees to indemnify and hold harmless the Employee against any and all liability, loss, damages, costs or expense which the Employee may incur, suffer or be required to pay by reason of the Employee's actions as indicated above.
  - 4.1.2 The policy is further conditional upon:
    - 4.1.2.1 the co-operation of the Employee with the University in all matters, except in a pecuniary way, relating to the defense, negotiation or settlement of the claim or in the prosecution of any appeal, including, when requested by the University, attending all meetings, hearings and trials, assisting in effecting any settlement, securing and giving evidence, and obtaining the attendance of witnesses;

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- 4.1.2.2 the Employee not assuming any obligation, admitting any liability or taking any steps to compromise the defense of the claim without the prior written approval of the University;
  - 4.1.2.3 the claim not being covered by any policy of insurance effected directly or indirectly for the benefit of the Employee; and
  - 4.1.2.4 the claim not having arisen by or through the Employee's own wilful neglect, default or dishonesty."
- 4.2 GOVERNORS, SENATORS, AND OFFICERS:
  - 4.2.1 The University will defend, negotiate or settle any and all claims in respect of any act, deed, matter or thing made, done or permitted by a Governor in the execution of the duties of his/her office or in relation to the affairs of the University.
  - 4.2.2 Whenever the University does defend a Governor under Item 4.2.1, the University shall have the general conduct of the action.
  - 4.2.3 The University shall indemnify and hold harmless a Governor against any and all liability, loss, damage, cost or expense which he/she may sustain or incur in or about any action, suit or proceeding which is brought, commenced or prosecuted against him/her in respect of any act, deed, matter or thing whatsoever made, done, or permitted by him/her in the execution of the duties of his/her office or in relation to the affairs of the University.
  - 4.2.4 The University will indemnify and hold harmless a Governor against any and all liability, loss, damage, cost or expense which he/she may sustain or incur in or about any action, suit or proceeding which is brought, commenced or prosecuted against him/her in respect of the acts, receipts, neglects, defaults or dishonesty of any other Governor, Senator, Officer or Employee of the University.
  - 4.2.5 The University will hold harmless a Governor against any and all liability, in respect of:
    - 4.2.5.1 joining in any receipt or in any act designating the priority of creditors;
    - 4.2.5.2 any insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the University;
    - 4.2.5.3 any insufficiency or deficiency of any security in or upon which any of the money, of or belonging to the University has been or shall be placed out or invested;

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- 4.2.5.4 any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation with whom or which any money, securities, effects, or property of the University has been or shall be lodged or deposited; or
- 4.2.5.5 for greater certainty, any other loss, damage or misfortune whatsoever which may happen to the University as a result of any act, deed, matter or thing made, done or permitted by him/her in the execution of the duties of his/her office or in relation to the affairs of the University.
- 4.2.6 This policy is further conditional upon:
  - 4.2.6.1 the co-operation of the Governor with the University in all matters, except in a pecuniary way, relating to the defence, negotiation or settlement of the claim or in the prosecution of any appeal, including, when requested by the University, attending all meetings, hearings and trials, assisting in effecting any settlement, securing and giving evidence, and obtaining the attendance of witnesses;
  - 4.2.6.2 the Governor not assuming any obligation, admitting any liability or taking any steps to compromise the defence of the claim without the prior written approval of the University;
  - 4.2.6.3 the claim not being covered by any policy of insurance effected directly or indirectly for the benefit of the Governor; and
  - 4.2.6.4 the claim not having arisen by or through the Governor's own wilful neglect, default or dishonesty.

## **5.0 Interpretation and Questions**

- 5.1 University Secretariat Office is located in Sir Howard Douglas Hall, Room 110. Questions concerning this policy may be directed to (506) 453-4613 [sjd@unb.ca](mailto:sjd@unb.ca).