



BROWN

Appendix A
Indemnification and Defense Request and Certification Form

I am Qualified Employee of Brown University (the "University"), as defined by the University's Employee Defense and Indemnification Policy, and am requesting that the University provide me with a legal defense and indemnification for the following threatened or actual action, suit or proceeding: \_\_\_\_\_ (the "Claim").

I have attached to this request any summons, complaint, pleading, process, notice, demand, letter, or other document or communication setting forth the threatened or actual Claim which I have received.

Providing you with a legal defense means the University's lawyers and/or an outside law firm selected by and acting on behalf of the University would represent and defend you in the Claim and that the University would pay the expenses of this representation. Indemnification means that the University would pay the costs of judgments, penalties, settlements, and fines against you in connection with the Claim.

By signing below, I hereby affirm that:

- 1. I have read the Brown University Employee Defense and Indemnification Policy.
2. Any conduct on my part relating to the Claim occurred within the scope of my position as a Qualified Employee of Brown University.
3. I did not commit any act giving rise to the Claim in bad faith.
4. No act or omission of mine giving rise to the Claim was the result of my active or deliberate dishonesty.
5. I did not receive any improper personal benefit in money, property, or services.
6. I do not have any reasonable cause to believe that my acts or omissions in connection with the Claim were unlawful.
7. I agree that the University has the right to control and direct the defense and/or settlement of the Claim, including the selection of legal counsel for me.
8. I agree to cooperate continuously and fully with the University and its counsel in the defense of the Claim.

By signing below, I agree that if it is subsequently determined that any of the above conditions have not been met, the University reserves the right to withdraw its indemnification and defense, and if required by the University, I will repay the costs of my legal defense and indemnification incurred through that date.

Qualified Employee

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_