

UNIVERSITY OF PITTSBURGH POLICY 07-06-07

CATEGORY: PERSONNEL
SECTION: Employee Support
SUBJECT: Defense and Indemnification of Volunteers
EFFECTIVE DATE: November 25, 1991
PAGE(S): 1

I. SCOPE

This policy establishes the conditions under which the University shall provide legal defense and indemnification to volunteers. For the purpose of this policy a volunteer is any person performing services for the University at the University's request without compensation other than reimbursement for actual expenses incurred. Included in the term volunteer are persons not employed by the University who at the University's request provide a reference on a current or prospective University faculty member.

II. POLICY

Except as prohibited by law, the University of Pittsburgh shall furnish each volunteer with legal defense and payment of judgments, settlements and any other expenses actually and reasonably incurred in connection with an actual or threatened legal action (hereafter referred to as "Action"), brought against such volunteer by reason of being or having been a volunteer for the University. The maximum expenditure for legal defense or other payments under this policy shall be \$1 million for any volunteer, regardless of the number of Actions in which the volunteer may be involved and the interim between any such Actions.

Defense and/or indemnification shall be available only if all of the following conditions are met:

- The volunteer's actions or omissions were at the request and direction of the University and were within the scope of the volunteers's University functions and duties. Defense and/or indemnification shall not be available in connection with services performed for persons or entities outside the University, even if the University organized or promoted the services.
- The volunteer's actions or omissions were in good faith, and in a manner reasonably believed to be lawful and in the best interests of the University.
- The acts or omissions did not constitute willful misconduct, gross negligence, recklessness, or criminal conduct.

The protection in this policy shall extend only to Actions in which a volunteer is a defendant or reasonably likely to become a defendant, and shall not extend to Actions that a volunteer may affirmatively initiate or propose initiating against any other person or entities, even if such Actions are counterclaims in Actions in which the volunteer is a defendant.

The protection in this policy shall not extend to defense and/or indemnification of a volunteer in an internal University proceeding.

The protection in this policy shall not extend to medical or other professional liability with respect to which volunteers are protected under the University Health Center of Pittsburgh professional liability insurance program.

III. REFERENCE

[Procedure AO 13, Defense and Indemnification of Volunteers](#) (formerly 07-06-07)