



## Indemnification Policy

This document is the parent policy for any College procedures or regulations. Questions regarding this policy are to be directed to the identified Policy Administrator.

### Policy Statement:

Northern Lakes College will indemnify members of the Board of Governors, the Board of Governors as a whole, and employees of the College against legal costs, penalties, damages, and losses incurred as a result of actions taken in the course of their official duties on behalf of the College in accordance with this policy.

<b>Sponsor:</b>	Governance
<b>Policy Owner:</b>	Board of Governors
<b>Policy Administrator:</b>	Executive Assistant, President & CEO Board of Governors
<b>Approved By:</b>	Board of Governors
<b>Approval Date:</b>	June 18, 2025
<b>Effective Date:</b>	June 18, 2025

<b>Objective:</b>	To provide reasonable indemnification to College Representatives for liabilities arising from the good faith performance of their duties on behalf of the College.
<b>Guidelines:</b>	<ol style="list-style-type: none"><li><b>1. Insurance</b> The College will purchase and maintain insurance as part of its risk management program to protect the College and its Representatives against potential legal claims arising from actions taken in the course of their official duties. The College reserves the right to determine the scope and limits of such coverage, and to amend such coverage from time to time.</li><li><b>2. Indemnification of Governors</b> Subject to any restrictions or conditions imposed on the College under applicable laws, the College will indemnify a Governor or a former Governor from and against all actions, cause of action, losses, claims, demands, damages, liabilities, fines, penalties, costs, charges, and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by such individual in respect of any civil, criminal or administrative action or proceeding to which that individual is made a party by reason of being or having been a Governor, if:<ol style="list-style-type: none"><li>i. that person acted honestly and in good faith in the purported exercise or performance of their powers, duties and functions as a Governor, with a view to the best interests of the College; and</li><li>ii. in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, that person had reasonable grounds for believing their conduct was lawful.</li></ol> As part of the above indemnity, the Governor or former Governor will:<ol style="list-style-type: none"><li>i. provide written notice to the College as soon as reasonably possible upon becoming aware of any claim, demand, action, or proceeding;</li><li>ii. cooperate continuously and fully with the College and legal counsel</li></ol></li></ol>

	<p>appointed or approved by the College in its sole discretion, including attending hearings and trials, assisting in securing and giving evidence, and assisting in obtaining the attendance of witnesses;</p> <ul style="list-style-type: none"> <li>iii. upon the College's request, assist in settling legal proceedings and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Governor or former Governor, as the case may be; and</li> <li>iv. not, without the College's prior written approval, make any admission of liability nor voluntarily make any payment, assume any obligation, or incur any expenses.</li> </ul> <p>In exceptional circumstances, as determined by the College in its sole discretion, the College may agree to reimburse the Governor or former Governor for their own legal counsel.</p> <p>Notwithstanding any of the above, the College's obligation to indemnify and save harmless a Governor or former Governor, as the case may be, will not apply with respect to any costs, charges or expenses, including any amount paid to settle an action or satisfy a judgment, relating to an action by or on behalf of the College against the Governor or former Governor.</p> <p><b>3. Indemnification of Employees</b></p> <p>The College will indemnify an Employee in accordance with common law principles from and against any demands, losses, costs, damages, actions, claims, proceedings, penalties, and expenses that may arise, directly or indirectly, out of any act or omission of the Employee in the ordinary course of their employment, if:</p> <ul style="list-style-type: none"> <li>i. that person acted honestly and in good faith in the purported exercise or performance of their employment duties, with a view to the best interests of the College; and</li> <li>ii. that person did not breach any terms or conditions of their employment contract with the College.</li> </ul> <p>As part of the above indemnity, the Employee will:</p> <ul style="list-style-type: none"> <li>i. provide written notice to the College as soon as reasonably possible upon becoming aware of any claim, demand, action, or proceeding;</li> <li>ii. cooperate continuously and fully with the College and legal counsel appointed or approved by the College in its sole discretion, including attending hearings and trials, assisting in securing and giving evidence, and assisting in obtaining the attendance of witnesses;</li> <li>iii. upon the College's request, assist in settling legal proceedings and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Employee; and</li> <li>iv. not, without the College's prior written approval, make any admission of liability nor voluntarily make any payment, assume any obligation, or incur any expenses.</li> </ul> <p><b>4. Legal Assistance and Indemnification Approvals</b></p> <ul style="list-style-type: none"> <li>A. As outlined in Sections 2 and 3 above, the Representative must provide written notice to the College as soon as reasonably possible upon</li> </ul>
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	<p>becoming aware of any claim, demand, action, or proceeding against him or her.</p> <p>B. The Representative must formally request indemnification from the designated Approval Authority within five (5) business days of receiving written notice of a claim, demand, action, or proceeding against him or her. Requests may be submitted to the Approval Authority beyond five (5) business days in exceptional circumstances, which shall be determined by the Approval Authority in its sole discretion.</p> <p>C. The Representative must provide a full and accurate factual report of the incident(s) underlying the request for indemnification. Failure to provide full disclosure or cooperation may result in denial of indemnification.</p> <p>D. The Approval Authority will review the full report submitted by the Representative and may request additional information as needed. A decision will be made within fifteen (15) business days of receiving all required information, subject to any applicable legislative or Court-ordered timelines.</p> <p>E. When considering a request for indemnification, the Approval Authority will base its decision on the conditions outlined in Sections 2 and 3 above.</p> <p>F. The Approval Authority may consult any individuals with relevant knowledge of the facts of the incident(s) underlying the request for indemnification and may seek legal advice from the College's legal counsel or other subject matter experts before making a decision.</p> <p>G. In the event the College and the Representative disagree about the facts of the incident(s) underlying the request for indemnification, the default will be that the Representative is entitled to reasonable legal support, with limits, and indemnification by the College, subject to the conditions outlined in Sections 2, 3, and 6 herein.</p> <p><b>5. Carriage of Proceedings, Right to Settle, and Appeal Process</b></p> <p>The College in its sole discretion, subject to the provisions of any applicable insurance policy, shall be entitled to assume the handling of any civil, criminal or administrative action or proceeding. This includes the determination of the manner in which such action or proceeding shall be defended, appealed, compromised or settled, and to appoint legal counsel of its choice to act on behalf of the Representative.</p> <p>For clarity, the College reserves the right to settle any claim on such terms as it deems appropriate, in consultation with the Representative. Should the College and the Representative disagree, the College will have final decision-making authority.</p> <p><b>6. Reimbursement of Amounts Paid</b></p> <p>In the event a legal or administrative finding determines the Representative acted in a manner which would exclude the applicable indemnity outlined herein, the Representative shall reimburse the College for all amounts paid on their behalf in connection to the action or proceeding.</p>
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<b>Definitions:</b>	<p><b>Approval authority</b> refers to the Senior Leadership Team. When the <b>Representative</b> is the President &amp; CEO , member(s) of the Board of Governors, or Board of Governors as a whole, the <b>approval authority</b> will be the Board of Governors.</p> <p><b>Gross negligence</b> means a serious lack of care or reckless disregard for the consequences of one's actions. It goes beyond simple mistakes and includes actions that ignore policies, safety rules, or the well-being of the College and others.</p> <p><b>Representative</b> means members of the Board of Governors, the Board of Governors as a whole, and employees of Northern Lakes College.</p> <p><b>Willful misconduct</b> means intentional or deliberate wrongdoing including abuse, knowing that it violates policies, laws, or ethical standards. It includes actions taken with reckless disregard for the consequences or with the intent to cause harm.</p>
<b>Related Northern Lakes College Documents:</b>	<p>Governance – Board of Governors Code of Conduct Policy</p> <p>Governance – Health and Safety Policy</p> <p>Governance – Sexual and Gender Based Violence Policy</p> <p>Health and Safety – Drug and Alcohol Policy</p> <p>Human Resources – Employee Code of Conduct Policy</p> <p>Human Resources – Respectful Workplace Policy</p>
<b>Related External Information:</b>	Post-secondary Learning Act
<b>Stakeholders Consulted:</b>	<p>BFL Canada: March 5, 2025</p> <p>Operations Policy Review Committee: May 13, 2015 (defunct)</p> <p>President's Advisory Team: May 6, 2025</p> <p>Reynolds, Mirth, Richards &amp; Farmer LLP: Mar 2025</p> <p>Senior Leadership Team: March 5, 2025; Apr 7, 2025</p>
<b>Next Review Date:</b>	June 17, 2030
<b>Revision History:</b>	<p>September 17, 2015: New</p> <p>February 24, 2020: New template</p> <p>May 21, 2020: Reaffirmation</p> <p>June 18, 2025: Revision as a whole</p>