

14. Policy on Contractual Indemnification

14.1 Policy Statement – Fort Lewis College shall not contract to indemnify or hold harmless any other person or party, except as authorized in this policy or otherwise expressly provided by law, without express approval by or on behalf of the Board.

14.2 This policy applies to all contracts entered into by Fort Lewis College. This policy shall not otherwise modify or amend prior delegations of authority from the Board to the President regarding the authority to approve and execute contracts, agreements and other binding legal instruments.

14.3 The Board authorizes and directs the President to develop, administer and maintain appropriate administrative policies, procedures and guidelines necessary to implement this policy.

14.4 In accordance with Colorado law, C.R.S. § 23-5-106, the Board authorizes the President to contract to indemnify and hold harmless certain contractors only if the agreement is specifically identified and approved in accordance with this policy, and the President's procedures for such indemnification have been satisfied.

14.5 Approved Categorical Contracts – Fort Lewis College may contract to indemnify and hold harmless a contractor when the contract meets all of the following criteria:

14.5.1 The contract falls into one of the following types:

14.5.1.1 - License of intellectual property; or

14.5.1.2 - Lease, license, sale, purchase or donation of information technology goods and services; and

14.5.1.3 – Agreements with the United States Government, its agencies, instrumentalities, and contractors, related to research, use of facilities, and land permits. Categorical contracts entered into pursuant to this subsection will be presented to the Board on an annual basis or more frequently as requested by the Board, or when determined necessary by the delegated contract authority.
(Added October 13, 2017)

14.5.2 The contract is necessary and appropriate to the normal operation of the College; and

14.5.3 The contract clause requiring indemnification is non-negotiable and considered standard in the industry, or, if no standard exists, is reasonable under the circumstances, as determined by the College's legal counsel; and

14.5.4 The potential liability attributable to the indemnification or hold harmless clause in the contract is sufficiently limited and reasonably likely to be covered by insurance, bonds, surety instruments, loss reserves, or other such source of funds.

14.6 The Board hereby finds that Approved Categorical Contracts serve a valid public purpose and the risks to the College are outweighed by the benefits of such contracts, provided that the procedures for approving such contracts have been followed.