

# Carnegie Mellon University

## Terms and Conditions for Social Host Defense and Indemnity

This document sets forth the Terms and Conditions under which staff members and executive officers of the Graduate Student Assembly of Carnegie Mellon University, who serve as a Social Host for a University Event with Alcohol, are eligible for defense and indemnity under the University's [Alcohol and Drug Policy](#).

1. All terms defined in the [Social Host & Alcohol Event Registration Procedures](#) are incorporated by reference into these Terms and Conditions.
2. These terms only apply to staff members and executive officers of the Graduate Student Assembly who serve as a Social Host for events registered with and approved by the Office of the Dean of Students as a University Event with Alcohol occurring after August 14, 2020.
3. To be eligible for defense and indemnity under these terms, the Social Host must have completed the Social Host Training offered by the Office of the Dean of Students within one (1) year prior to the date of the event giving rise to the claim for defense or indemnity. Such training must be completed after August 14, 2020. Social Host training completed prior to August 14, 2020 shall not satisfy this requirement.
4. **Carnegie Mellon will defend and indemnify** a Social Host if the Social Host is a defendant or is threatened to be made a defendant or subpoenaed as a witness, in any threatened, pending or completed **civil action, suit or proceeding** (other than an action or claim by or in the right of Carnegie Mellon), arising out of or relating to the service of alcohol at a registered University Event with Alcohol event so long as:
  - a. the Social Host was acting in an official capacity as an employee of the University (or in an official capacity as an executive officer of the Graduate Student Assembly);
  - b. the Social Host's acts or omissions giving rise to the action, suit or proceeding were undertaken in good faith compliance with the University's [Alcohol and Drug Policy](#) and [Social Host and Alcohol Event Registration Procedures](#);
  - c. the Social Host's acts were undertaken in a manner that the Social Host reasonably believed to be in (or not opposed to) the best interests of Carnegie Mellon;
  - d. the Social Host had no reasonable cause to believe the conduct was unlawful; and

- e. the Social Host cooperates, as reasonably requested by Carnegie Mellon, in defense of the civil action, suit or proceeding.
5. **Carnegie Mellon will defend** a Social Host if the Social Host is a defendant or is threatened to be made a defendant or subpoenaed as a witness, in any threatened, pending or completed **criminal, administrative or investigative action**, arising out of or relating to the service of alcohol at a registered University Event with Alcohol so long as:
- a. the Social Host was acting in an official capacity as an employee of the University (or in an official capacity as an executive officer of the Graduate Student Assembly);
  - b. the Social Host's acts or omissions giving rise to the action or proceeding were undertaken in good faith compliance with the University's [Alcohol and Drug Policy](#) and [Social Host and Alcohol Event Registration Procedures](#);
  - c. the Social Host's acts were undertaken in a manner the Social Host reasonably believed to be in (or not opposed to) the best interests of Carnegie Mellon;
  - d. the Social Host had no reasonable cause to believe the conduct was unlawful;
  - e. and the Social Host cooperates, as reasonably requested by Carnegie Mellon, in defense of the criminal action, or administrative or investigative action.
6. **Carnegie Mellon will indemnify a Social Host for any monetary fines imposed against a Social Host as a result of a criminal, administrative or investigative action**, arising out of or relating to the service of alcohol at registered University Event with Alcohol so long as:
- a. the Social Host was acting in an official capacity as an employee of the University (or in an official capacity as an executive officer of the Graduate Student Assembly);
  - b. the Social Host's acts or omissions giving rise to the action or proceeding were undertaken in good faith compliance with the University's [Alcohol and Drug Policy](#) and [Social Host and Alcohol Event Registration Procedures](#);
  - c. the Social Host's acts were undertaken in a manner the Social Host reasonably believed to be in (or not opposed to) the best interests of Carnegie Mellon;
  - d. the Social Host had no reasonable cause to believe the conduct was unlawful; and
  - e. the Social Host cooperates, as reasonably requested by Carnegie Mellon, in defense of the criminal action, or administrative or investigative action.

**PLEASE NOTE that the University cannot indemnify a Social Host for any other criminal penalties that may be imposed, including but not limited to any period of incarceration.**

7. The University's undertaking herein to defend a Social Host means that the University will appoint counsel to represent the Social Host (and pay related counsel fees). The University's undertaking to indemnify a Social Host (subject to the limitations in paragraph 5 above) includes payment of expenses actually and reasonably incurred on behalf of the Social Host in connection with such action, suit or proceeding, as well as judgments and fines rendered therein and amounts paid in settlement (if approved as set forth below). This undertaking by Carnegie Mellon does not apply in any case where the Social Host is a plaintiff.
8. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the Social Host did not act in good faith compliance with the University's [Alcohol and Drug Policy](#) and [Social Host and Alcohol Event Registration Procedures](#) and in a manner which the Social Host reasonably believed to be in (or not opposed to) the best interests of Carnegie Mellon; nor shall it of itself create a presumption, with respect to any criminal action or proceeding, that the Social Host had reasonable cause to believe that your conduct was unlawful.
9. For employees who serve as a Social Host, Carnegie Mellon's responsibilities under this agreement shall not extend to acts or events for which the Social Host is dismissed from employment with Carnegie Mellon or to acts or events undertaken or which occur after the Social Host's employment with Carnegie Mellon has ended.
10. For executive Officers of the GSA who serve as a Social Host, Carnegie Mellon's responsibilities under this agreement shall not extend to acts or events for which the Social Host's enrollment as a student of Carnegie Mellon is terminated (i.e. expulsion); or to acts or events undertaken or which occur after the Social Host's enrollment as a student with Carnegie Mellon has ended.
11. To receive coverage under these Terms and Conditions, a Social Host must give notice to Carnegie Mellon's General Counsel of any actions, suits, proceedings, or criminal charges that appear to fall within these Terms and Conditions within the earlier of (a) seven days from the date of receipt of notice by the Social Host of the action, suit, proceeding or charge; or (b) two business days before the date on which a responsive pleading must be filed or a responsive action taken. Failure to provide such notice (absent exceptional circumstances) will result in a loss of coverage under these Terms and Condition, and will preclude any right to enter a claim under these Terms or Conditions or to propose a settlement for the matter in question. Social Hosts also are generally expected to inform Carnegie Mellon's General Counsel promptly of circumstances that might be expected to lead to such actions, suits, proceedings or charges.

12. Any claim for provision of legal counsel under this agreement must be delivered in writing to Carnegie Mellon's General Counsel within seven days of receipt of notice by the Social Host of the action, suit, proceeding or criminal charge involved unless counsel is needed sooner than seven days, in which event the claim must be delivered as soon as it is known that counsel is needed. Any claims for indemnification for any judgment, fine or payment in settlement must be delivered in writing to Carnegie Mellon's General Counsel within the earlier of (a) seven days of entry of the judgment or fine or penalty or settlement for which indemnification is sought; or (b) two business days before the date on which a responsive pleading (including, but not limited to, requests for reconsideration, rehearing or appeal) must be filed or a responsive action taken. Any claims for indemnification for any other expenses must be delivered in writing to Carnegie Mellon's General Counsel within the earlier of (a) seven days from the date of receipt by you of any statement requesting payment of that expense; or (b) two days before the date on which a responsive pleading including, but not limited to, requests for reconsideration, rehearing or appeal must be filed or a responsive action taken. Failure to provide any notice required by this paragraph (absent exceptional circumstances) will result in loss of coverage under this these Terms and Conditions for the matter in question.
13. Indemnification shall not be made for any settlement unless the terms of the settlement have been given approval specifically in writing, in advance of the settlement, by the President of Carnegie Mellon.
14. Carnegie Mellon may, at its discretion, revise these Terms and Conditions at any time by posting revised Terms and Conditions to the university's website. Any revisions will be effective immediately upon posting to the website and will apply to University Events with Alcohol occurring on or after the date of posting. Please check these Terms and Conditions periodically for revisions.