

NON-CONTRACT INDEMNIFICATION

Indemnification and Protection Regarding Home Addresses  
of Postdoctoral Negotiations Unit Employees

The Union agrees to use information related to the home addresses of union members for the sole purpose of communicating with members for union purposes and shall not convey home addresses to any third party without first seeking authority from the individual and from the University. The Union agrees to indemnify and hold Rutgers, its governors, trustees, officers, agents, employees, representatives, successors and assigns, harmless against any and all liabilities, costs, claims, expenses, losses, judgments, attorneys' fees and interest, of any nature and without limitation, arising in whole or in part from the release of home addresses to the union. Rutgers shall retain its right to determine its course of conduct, including but not limited to the right to select counsel and determine strategy, in any claim or action arising out of or by reason of providing home addresses to the union. This indemnification shall also cover any claims or actions in connection with defending the legality of this Indemnification. Furthermore, the Union will not challenge the legality of this indemnification provision or any portion thereof, nor assist any other person or entity in doing so. In the event that this Indemnification is deemed to be illegal or against public policy or otherwise unenforceable by any court or administrative agency of competent jurisdiction, the parties agree that any obligations which Rutgers otherwise may have regarding providing home addresses shall cease, effective immediately.

Rutgers Council of AAUP Chapters—  
American Federation of Teachers, AFL-CIO

Rutgers, The State University  
of New Jersey

  
Shaun Richman

Date: 2/24/10

  
Kenneth J. Breslauer

Date: 2/24/10