

Arkansas State University
Standard Contract Language

INDEMNITY/HOLDHARMLESS

Under Arkansas law, Arkansas State University may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from damages. However, with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property arising out of any negligent act or omission by the University and its employees or agents in the performance of this Agreement, the University agrees with company that: (1) it will cooperate with Company in the defense of any action or claim brought against Company seeking the foregoing damages or relief; (2) it will in good faith cooperate with Company should Company present any claims of the foregoing nature against University to the Claims Commission of the State of Arkansas; (3) it will not take any action to frustrate or delay the prompt hearing or claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing; provided, however, the University reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.

LIABILITY INSURANCE

As an agency of the State of Arkansas, Arkansas State University is granted sovereign immunity and is not required to carry general liability insurance. However,

with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property arising out of any negligent act or omission by the University and its employees or agents in the performance of this Agreement, the University agrees with company that: (1) it will cooperate with Company in the defense of any action or claim brought against Company seeking the foregoing damages or relief; (2) it will in good faith cooperate with Company should Company present any claims of the foregoing nature against University to the Claims Commission of the State of Arkansas; (3) it will not take any action to frustrate or delay the prompt hearing or claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing; provided, however, the University reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.

OTHER STANDARD CONTRACT LANGUAGE

AUTHORITY

This contract shall be governed by the Laws of the State of Arkansas interpreted by the Attorney General of the State of Arkansas and shall be in accordance with the intent of Arkansas Code 19-4-1701.

Any legislation that may be enacted subsequent to the date of this agreement which may cause all or any part of the agreement to be in conflict with the laws of the State of Arkansas will be given proper consideration if and when this contract is renewed or extended; the contract will be altered to comply with the then applicable laws.

GOVERNMENTAL IMMUNITY

Arkansas State University is an agency of the State of Arkansas. The State of Arkansas and its agencies are protected from suit by sovereign immunity. Nothing in this contract is intended to nor shall it waive the sovereign immunity of Arkansas State University. Any provision of this contract which is in conflict with the laws of the State of Arkansas is null and void.