

APPENDIX C

INDEMNIFICATION AGREEMENT

WHEREAS, the Union of Rutgers Administrators, American Federation of Teachers, AFL-CIO, (“URA-AFT”) has requested that RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY (“Rutgers”) allow employees to choose to deduct from their paychecks amounts to be contributed to the AFT Committee on Political Education (COPE), a political action committee registered with the Federal Election Commission;

WHEREAS, URA-AFT acknowledges that Rutgers has agreed to make such deductions as set forth in Article 30 of the parties’ collective negotiations agreement and in Appendix B thereto executed simultaneously herewith; and

WHEREAS, URA-AFT acknowledges that, to the extent that Rutgers makes payroll deductions for employees who choose to make contributions to COPE, Rutgers is not in any way endorsing COPE; and

WHEREAS, Rutgers will honor valid written requests for payroll deductions to make contributions to COPE that are signed by employees represented by URA-AFT and forward the amounts so deducted to URA-AFT, as set forth more particularly in Appendix B, only on the condition that URA-AFT indemnify Rutgers against any liability arising from Rutgers’ participation in making these payroll deductions available;

NOW, THEREFORE, in consideration of Rutgers’ and URA-AFT’s agreement that Rutgers honor valid written signed requests for payroll deductions to be made for contributions to COPE and to forward the amounts so deducted to URA-AFT, the parties agree as follows:

1. URA-AFT 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 payroll deductions for COPE by Rutgers’ employees or the implementation or application of the payroll deduction program. 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 the offering the payroll deduction to Rutgers’ employees, or the implementation or application of the payroll deduction program.

2. This Indemnification Agreement also shall cover any claims or actions in connection with defending the legality of this Indemnification Agreement. Furthermore, URA-AFT will not challenge the legality of this Indemnification Agreement or any portion thereof, nor assist any other person or entity in doing so. In the event that this Indemnification Agreement 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 payroll deductions for COPE under Article 30 of the collective negotiations agreement and under Appendix B thereto shall cease, effective immediately.

3. URA-AFT represents and warrants that the execution and performance of this Indemnification Agreement has been duly authorized and that the officer(s) executing the Indemnification Agreement on URA-AFT's behalf is duly authorized to do so.

4. This Indemnification Agreement shall be governed by the laws of the State of New Jersey.

URA-AFT

Samin S. Nohaw

BY:

RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY

Jandra Russell

By:

Dated: 1/29/08