



BY-LAW NO.2
Directors and Officers Indemnification

A By-Law respecting the release and indemnification of Directors and Officers of Northern RHA.

1. The following definitions shall apply to this By-Law:

- a) "Authority" Northern RHA;
- b) "Board" means the Board of Directors of the Authority;
- c) "Claims" includes all manner of actions, causes or action, suits, claims, demands and proceedings which may be brought or made against an employee;
- d) "Employee" means a person who is in full time employment of the Authority as an Officer of the Authority at the time of any occurrence or non-occurrence or any part thereof, giving rise to a claim;
- e) "Employment" in the case of an employee means employment by the Authority, and in the case of a Director means membership on the Board of Directors of the Authority; and
- f) "Director" means the Chair or a Director on the Board at the time of any occurrence or non-occurrence or any part thereof, giving rise to a claim.

2. The Authority and the successors and assigns of the Authority shall defend, indemnify and save harmless every Director and Employee and the heirs, executors, and administrators of every Director and Employee from and against every claim for loss, costs, damages and expenses with respect to, or in any way arising out of, anything in good faith done, or not done, or caused, permitted or authorized to be done or not to be done, by the Director during the Director's term of office or by the Employee in the course of or supposed course of employment provided the conduct which gave rise to the claim did not include any dishonest, fraudulent, criminal or malicious act or omission on the Director's or Employee's part, all of the foregoing being collectively referred to as "the indemnity".

3. The Authority and the successors and assigns of the Authority forever remise, release, acquit and discharge every Director and Employee and the heirs, executors and administrators of every Director and Employee of and from all claims which the Authority has had or now has or hereafter can, shall or may have, for, or by reason or in any way arising out of, anything in good faith done, or not done, or caused, permitted or authorized to be done, or not done, by the Director during the term of the Director's office or Employee in the course of, or supposed course of employment, provided the conduct which gave rise to the claim did not include any dishonest, fraudulent, criminal or malicious act or omission on the Director's or Employee's part, all of the foregoing being collectively referred to as "the release".

4. In the event and each time that a claim to which the Indemnity applies is brought against a Director or Employee, the following shall apply:

- a) Upon being served with notice of the claim the Director or Employee shall advise the Chair of the Board of the claim;
- b) A preliminary determination shall be made by the Authority as to whether indemnification of the Director or Employee is proper in the circumstances because such person has met the applicable standard of conduct set forth in clause 2 of this By-Law;
- c) If the preliminary determination described in clause (b):
 - i) Is that indemnification is proper in the circumstances, there shall be delivered to the Authority an undertaking by or on behalf of the Director or Employee, in

form satisfactory to the Authority's counsel, that any loss, costs, damages or expenses paid by the Authority on behalf of the Director or Employee will be repaid to the Authority if it shall ultimately be determined that such person failed to meet the applicable standard set forth in clause 2;

ii) is that indemnification is not proper in the circumstances, the Director or Employee will be solely responsible for the conduct of the defense and the payment of any damages or costs resulting therefrom, subject always to the right to contest the preliminary determination made hereunder and to pursue Indemnity from the Authority for all legal costs and damages in the event that it is determined that the Employee or Director in fact met the applicable standard of conduct set forth in clause 2.

d) Upon receiving notice of a claim in accordance with clause a), and after a positive preliminary determination has been made and the undertaking provided, the Director or Employee and the counsel for the Authority shall meet and appoint counsel acceptable to both parties. Should both parties be unable to agree on counsel, the Authority shall unilaterally appoint counsel. The Authority accepts responsibility for the conduct of the action, and the Director or Employee must cooperate fully with counsel;

e) The Authority shall pay any damages or costs awarded against the Director or Employee in the claim;

f) The Authority shall pay any sum required to be paid by the Director or Employee in connection with the settlement of the claim if such settlement is approved by the Authority before the same is finalized;

g) The Authority shall pay all legal fees, costs and disbursements in the claim;

h) If the Director or Employee fails to cooperate with his or her counsel at all times, the Authority may abrogate the Release and the Indemnity;

i) Notwithstanding clauses 2 and 3, the Release and the Indemnity afforded a Director or Employee shall apply to the extent that the Director or Employee is not covered by any scheme of professional or other liability insurance. If the Director or Employee is covered by such scheme of professional or other liability insurance, the Release and the Indemnity afforded a Director or Employee shall apply to only that part of such claim which is in excess of the amount recoverable or recovered from such insurance. In the case of a dispute as to the eligibility of a claim made by a Director or Employee against a scheme of professional or other general liability insurance, the Authority shall, upon receipt from the Director or Employee of a properly executed assignment to the Authority of that claim, pay all damages, costs, legal fees and disbursement contemplated by clause 4, and the Authority shall be subrogated to the rights of the Director or Employee against the insurer with respect to the disputed claim, and may sue on these rights in the name of the Director or Employee;

j) The Release and the Indemnity are effective retroactively to the date the Director or Employee commenced employment or was appointed to the Board of Directors.

k) The Release and the Indemnity shall in no way affect the rights of the Authority, its successors and assigns, to discipline or dismiss any Employee for just cause for anything done, or not done, or caused, permitted or authorized to be done, or not done, by the Employee in the course of, or supposed course of employment;