

Legal Services Policy

[Approved by the Senate on April 9, 2014. Amendments made on the Senate floor appear in purple, except for amendments that the motion seeks to remove, which are struck-through in red. Additions sought in the motion appear in blue.]

Preamble:

The Office of the General Counsel is responsible for representing and advising the University of Oregon in all legal matters related to University operations. ~~Every employee and student of the University shall have the right to obtain legal advice or representation from someone other than the General Counsel, at the employee's or student's own expense or on a pro bono basis, in connection with personal legal matters, matters arising within the scope of employment, and matters that may affect the University.~~

Definitions:

"University of Oregon " or "University" means the University as an organization, all individuals acting in the course and scope of University employment or authorized volunteer service or in the performance of University duties, and all units of the University. The Associated Students of the University of Oregon is a unit of the University. The President of the Associated Students of the University of Oregon when performing his or her official duties is an individual acting in the course and scope of University employment or authorized volunteer service. The University Senate and Assembly are units of the University. The President of the University Senate when performing his or her official duties is an individual acting in the course and scope of University employment or authorized volunteer service.

"General Counsel" means the General Counsel of the University of Oregon and all lawyers and other employees in the office of the General Counsel or who report directly to the General Counsel.

Policy Statement:

Authority of the General Counsel

The General Counsel has the exclusive authority to:

- Issue **official university** legal opinions with respect to matters related to the University.
- Retain outside counsel to represent the University and authorize others to retain outside counsel to represent the University.
- Accept service of process, including subpoenas, on behalf of the University and designate others to accept service of process, including subpoenas, on behalf of the University.

- Receive tort claim notices on behalf of the University and designate others to receive tort claim notices on behalf of the University.

Payments from the University for legal services rendered on behalf of the University shall not be made without the authorization of the President of the University or the General Counsel, whether payment is made directly by the University, directly by the University of Oregon Foundation, or by use of University of Oregon Foundation funds.

Claims against the University shall not be settled without the authorization of the President of the University or the General Counsel.

The General Counsel shall not provide legal advice to an employee except in matters occurring within the employee's scope of employment. The General Counsel shall not provide legal advice to a student unless that student is acting in his or her capacity as an employee or authorized volunteer.

Prior to any decision to participate in litigation not directly involving the University as a party by filing an *amicus curiae* brief, the General Counsel shall notify the President of the Senate of the intention to do so.

Right to Legal Advice or Representation

Every employee and student of the University ~~and the Associated Students of the University~~ shall have the right to obtain legal advice or representation from someone other than the General Counsel, at the employee's, or student's, ~~or organization's~~ own expense or on a pro bono basis, in connection with personal legal matters, matters arising within the scope of employment, and matters that may affect the University. This right to counsel shall not be compromised by any University policy or by the General Counsel. [Nothing in this policy precludes the Associated Students of the University \[ASUO\] from contracting with legal services providers in order to make free or low-cost legal services available to students of the University or to provide other services so long as those other services do not constitute the provision of legal services, legal representation, or legal advice to \(a\) the ASUO itself, \(b\) ASUO bodies \(including but not limited to the ASUO Executive and student senate\), or \(c\) ASUO officers and employees acting in their official capacities.](#)

Government Investigations

If an investigator from a government agency requests to interview a University employee or seeks data, documents, or access to files, the employee should tell the investigator that the University will generally cooperate, but only after consultation with its lawyers. The employee should telephone the General Counsel to provide notice of the contact.

Defense and Indemnification of Employees and Authorized Volunteers

The University shall defend and indemnify any employee of the University

against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of the employee's employment. The scope of employment of a tenure-track faculty member includes teaching, scholarship, and service that are performed as part of the faculty member's job responsibilities.

Consistent with the terms of any applicable liability insurance, the University shall consult with the employee regarding any term of a settlement agreement that affects the legal or academic rights of the employee.

The University shall not provide a defense and indemnification in case of malfeasance in office or willful or wanton neglect of duty.

The University may choose to defend an employee under a reservation of rights.

Any employee of the University to whom the University is providing a defense shall cooperate fully with the University in the defense of such claim. If the University determines that such employee has not so cooperated or has otherwise acted to prejudice the defense of the claim, the University may at any time terminate its defense and indemnity or proceed under a reservation of rights.

As used in this section, "employee" includes an authorized volunteer and a former employee or authorized volunteer.

Reimbursement of Legal Expenses

An employee may be fully or partially reimbursed for legal and other expenses incurred in the defense of a claim or complaint made to a government agency or a professional licensing authority if the University determines that the claim or complaint arose out of the employee's performance of University duties. Such reimbursement is subject to the approval of the President or designee or the General Counsel. The University may decline to reimburse an employee for any expenses incurred prior to the University's written commitment to provide reimbursement.

An employee shall be fully reimbursed for legal expenses incurred in a matter in which the General Counsel would have provided legal representation to the employee but for a conflict of interest.

An employee may not be reimbursed for the payment of a fine.