INDEMNITY ADDENDUM

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_, by and between the North Dakota Public Employees Retirement System (NDPERS) and {stdOrgName} (Employer). This agreement is an addendum to the Employer Participation Agreement executed on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_.

1. Purpose. The purpose of this agreement is to provide a separate writing pursuant to N.D.C.C. § 32-12.2-13 evidencing the parties' intent that Employer indemnify and save and hold harmless NDPERS as provided in section II of this agreement. This agreement does not change the rights and responsibilities set out in the Participating Employer Agreement other than as specifically provided in this agreement.
2. Employer Responsibilities. Employer agrees to indemnify and save and hold harmless NDPERS for any loss, damage, claim, or expense, including reasonable attorney fees, arising in connection with any actions taken or omitted by the Employer pursuant to the Participating Employer Agreement to which this agreement is an addendum.
3. NDPERS Responsibilities. NDPERS will allow Employer to participate in the relevant program as provided in the Participating Employer Agreement to which this agreement is an addendum.

IN WITNESS WHEREOF, the undersigned have executed the Agreement this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

Employer: NDPERS:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date Sparb Collins Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Executive Director, NDPERS

Name (printed)

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