

Agreement Regarding Liability for Claims

(To be included in contracts with contractors who are authorized the non-exclusive use of Peace Corps vehicles)

In consideration of the agreement of the Peace Corps to permit the Contractor to use a Peace Corps vehicle, it is agreed that the Contractor will be solely responsible for any claim arising from an accident involving a Peace Corps vehicle that occurs while the vehicle is in the possession of the Contractor or while the Contractor or the Contractor's employee is operating the vehicle. Furthermore, the Contractor agrees to indemnify the Peace Corps for any liability that the Peace Corps incurs as a result of such a claim, including reasonable attorney's fees, and the Contractor agrees that any settlement entered into by the Peace Corps with respect to such an accident is conclusive with respect to the Contractor.

The Peace Corps agrees to give notice to the Contractor of any claims made against it as a result of any such vehicle accident and agrees not to enter into any settlement agreement with respect to any such claim unless the Contractor fails to assume full responsibility for the defense thereof without cost to the Peace Corps.

NOTE: The Contracting Officer may substitute an appropriate indemnification provision in contracts providing for exclusive use of a Peace Corps vehicle by a contractor.