**Section 261.650 Indemnification**

The grant recipient agrees to defend, indemnify, and hold harmless the State, its agencies, officers, employees, agents, and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, caused by, arising out of, or occurring in connection with

a) the grant or execution of any work or sub-agreement arising out of the grant,

b) any actual or alleged death or injury to any person, damage to any property, or any other damage or loss by whomsoever suffered, claimed to result in whole or in part from the grant or execution of any work or sub-agreement arising out of the grant, or

c) any act, activity, or omission of the grant recipient or any of its employees, representatives, contractors, subcontractors, or agents.

The grant recipient shall require any contractor or subcontractor engaged by the grant recipient to agree in writing to look solely to the grant recipient for performance of its sub-agreement with the grant recipient and for satisfaction of any and all claims arising thereunder.